



CITY COUNCIL

Meeting Agenda

**REGULAR MEETING
COUNCIL CHAMBERS**

**MONDAY, JANUARY 22, 2007
7:00 P.M.**

OPENING MATTERS

CALL TO ORDER

INVOCATION: Danny Moore, Holy Trinity Church of God

PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATIONS AND PRESENTATIONS

Council Commendations:

Mayoral Proclamations:

PUBLIC COMMENT – AGENDA MATTERS:

Citizens have the opportunity to address the Council, by registering with the City Clerk before the start of the meeting. All remarks must be directed to Council as a body and not to any individual Council member or public or elected official in attendance. Any person making personally offensive or impertinent remarks or who shall become unruly while addressing Council may be called to order by the Presiding Officer, and may be barred from speaking before Council, unless permission to continue speaking is granted by the majority vote of Council.

All comments by the public shall be made from the speaker's podium. Citizens attending the meeting may not cross into the area beyond the podium. Any materials to be distributed to Council must be given to the City Clerk before the meeting is called to order. Those commenting on an agenda business shall speak at the beginning of the meeting and shall limit their remarks to 5 minutes. Those commenting on general matters shall speak after the legislative business is concluded and shall limit their remarks to 3 minutes.

No comments shall be made from any other location except the podium, and anyone making "out of order" comments may be subject to removal. There will be no demonstration at the conclusion of anyone's presentation. Citizens may not ask questions of Council member or other elected or public official in attendance.

APPROVAL OF AGENDA AND MINUTES

2. **AGENDA:** Council Meeting of January 22, 2007.

3. **MINUTES:** Council Meetings of January 8, 2006

4. CONSENT AGENDA

Award of Contract- to Aramark Uniform Service, 424 Blair Avenue, Reading, PA 19601, who is the low bidder, at a total three year bid price of \$69,036.24, for uniform rentals for the Utilities Division. **(Purchasing Coordinator)**

5. ADMINISTRATIVE REPORTS

6. FINANCE REPORT

7. REPORT FROM OFFICE OF THE AUDITOR

8. REPORTS FROM DIRECTORS & BOARDS AUTHORITIES AND COMMISSIONS

9. ORDINANCES FOR FINAL PASSAGE

Bill No. 1- Amending the City of Reading Codified Ordinances Section §1-116 Agendas by changing the posting requirement for the meeting agendas.
(Council Staff) *Introduced at the 01/08/07 meeting of Council.*

Bill No. 2- Amending the City of Reading Fee Schedule by removing the fee assessed for the installation of handicap parking signs and renewal.
(Goodman-Hinnershitz) *Introduced at the 01/08/07 meeting of Council; discussed at the 01/08/07 Committee of the Whole meeting.*

Bill No. 3- Amending Section 15-502 of the City of Reading Codified Ordinances, Parking Meter Zones, by adding two hour parking meter in the 100 block of Washington

Street. (Parking Authority/Council Staff) ***Introduced at the 01/08/07 meeting of Council; discussed at the 01/08/07 Committee of the Whole meeting.***

Bill No. 4- An ordinance amending the Codified Ordinances of the City of Reading, Chapter 6, Code Enforcement, Part 3, Section 9 Fees, Fee Schedule F-101, by adding a fee for the retrieval of EMS reports. (Solicitor) ***Introduced at the 01/08/07 meeting of Council; discussed at the 01/08/07 Committee of the Whole meeting.***

Bill No. 5- Authorizing the execution of a Cable Franchise Agreement between Comcast Cable and the City of Reading. (Cohen Telecommunications/Council Staff) ***Introduced at the 01/08/07 meeting of Council.***

Bill No. 6- Setting the City contracted waste collection and disposal fee for calendar year 2007 and amending the appropriate section of the City of Reading Fee Schedule located in the City of Reading Codified Ordinances. (Managing Director) ***Introduced at the 01/08/07 meeting of Council; discussed at the 01/08/07 Committee of the Whole; discussed further at the 01/16/07 Work Session.***

Bill No. 7- Setting the recycling collection fee for calendar year 2007 and amending the appropriate section of the City of Reading Fee Schedule located in the City of Reading Codified Ordinances. (Managing Director) ***Introduced at the 01/08/07 meeting of Council; discussed at the 01/08/07 Committee of the Whole; discussed further at the 01/16/07 Work Session.***

Bill No. 8- Authorizing the Mayor to purchase the property located at 946 Morgantown Road, from Marlis and Robin Pritz. (Managing Director) ***Introduced at the 01/08/07 meeting of Council; discussed at the 01/08/07 Committee of the Whole.***

Bill No. 9- Amending Section 24-503 to clarify computation of volume of business for the purposes of the Business Privilege tax. (Finance Director) ***Introduced at the 01/08/07 meeting of Council.***

Bill No. 10- Amending sections 3-1 and 3-2 of the Business Privilege tax regulations to clarify the allocation of business done and gross volume of business for the purposes of calculating the business privilege tax. (Finance Director) ***Introduced at the 01/08/07 meeting of Council.***

10. INTRODUCTION OF NEW ORDINANCES

Ordinance- amending the Police Promotional Ordinance by decreasing the life of the certified list from three years to two years - Part 8, Section 1- of the City of Reading Codified Ordinances **(Chief of Police & Solicitor)**

Ordinance-amending the Administrative Code Part 1-191 – Section 5 Fire Marshal by deleting references to the department of community development and adding references to the codes office. **(Council Staff & Solicitor)**

Ordinance-amending the Administrative Code, H. Department Organization, Section 1-189 by deleting references to the zoning, building, electrical, plumbing, heating, air conditioning, and such other related structural codes **(Council Staff & Solicitor)**

Ordinance-transferring the ordinance restricting parking of trucks, trailers, and recreational vehicles from the Chapter 15 Motor Vehicles and Traffic to Chapter 10 Health and Safety, adding provisions for temporary parking permits at a fee of \$10, and requiring a warning notice prior to citation. **(Fuhs) *Reviewed and endorsed by the Legislative Aide Committee.***

11. RESOLUTIONS

Resolution- entering into an agreement with Comcast Cable LLC, for the payment of funds owed. **(Cohen Communications/Managing Director)**

Resolution- appointing Jason Freeman to the Reading Police Department. **(Council Staff)**

Resolution- appointing David Lehman to the Reading Police Department. **(Council Staff)**

Resolution- endorsing the River Place Master Plan. **(Managing Director/Council Staff)**

PUBLIC COMMENT - GENERAL MATTERS COUNCIL BUSINESS / COMMENTS

COUNCIL MEETING SCHEDULE

Committee of the Whole-Mon, January 22nd, Council Offices 5:00p.m.

Regular Meeting-Mon, January 22nd, Council Chambers 7:00p.m.

The State of the City Address-Mon, January 29th, Council Chambers 5:00p.m.

Committee of the Whole-Mon, January 29th, Council Office, immediately following the State of the City Address.

Meeting with the Mayor-Wed, January 31st, Mayor's Office 4:00p.m.

Finance Committee Meeting-Mon, February 5th Council Office 5:00p.m.

Administrative Oversight Committee Meeting-Mon, February 5th, Council Office 5:00p.m.

Meeting with Mayor-Wed, February 7th, Mayor's Office 4:00p.m.

Meeting between Council, Administration and the Reading School Board-Thurs, February 8th, Council Chambers 5:00p.m.

Committee of the Whole- Mon, February 12th, Council Office 5:00p.m.

Regular Meeting-Mon, February 12th, Council Chambers 7:00p.m.

AGENDA MEMO

FINANCE DEPARTMENT

TO: City Council
FROM: Heather Dunkle, Purchasing Coordinator
PREPARED BY: Heather Dunkle, Purchasing Coordinator
MEETING DATE: January 22, 2007
AGENDA MEMO DATE: January 19, 2007
RECOMMENDED ACTION: Awarding of Contract for Uniform Rentals for the Public Works Department and the Reading Area Water Authority.

RECOMMENDATION

The recommendation is to award the contract to Aramark Uniform Service, 424 Blair Avenue, Reading, PA 19601, who is the low bidder, at a total three year bid price of \$69,036.24.

BACKGROUND

Bids for Uniform Rentals for the Utilities Division, Fleet Division and Reading Area Water Authority were received January 17, 2007.

A copy of the Schedule of Bids is attached for your review.

BUDGETARY IMPACT

The Fleet Division, Utilities Division, RAWA and Accounting have confirmed that funds sufficient for this contract have been included in Budget Account Code 01-07-14-4504, 54-07-44-4504 and 50-15-81-4504 respectively.

PREVIOUS ACTION

None.

SUBSEQUENT ACTION

Formal action by Council is needed to award the contract at the January 22, 2007, meeting.

RECOMMENDED BY

Mayor, Managing Director, Directors of Finance and Public Works, Executive Director of RAWA and Purchasing Coordinator.

RECOMMENDED MOTION

Approve/Deny the recommendation to award the contract to Aramark Uniform Service for the rental of uniforms.

BILL NO. _____ 2007
A N O R D I N A N C E

**AN ORDINANCE AMENDING THE CITY OF READING CODIFIED ORDINANCES
SECTION §1-116 AGENDAS.**

SECTION 1. Amending the City of Reading Codified Ordinances Section §1-116 Agendas by changing the posting requirement for the meeting agendas as follows:

§1-116 of the Codified Ordinances. Agenda

The proposed agenda for a regular or special meeting of the Council shall be prepared by the City Clerk in consultation with the President or committee of Council created for that purpose.

The proposed agenda for an emergency meeting of the Council shall be prepared by the City Clerk in consultation with the President.

The proposed agenda for any regular meetings shall be forwarded to all members of the Council at least 2 days prior to the stated meeting ~~and shall be posted 2 days prior to the meeting on the bulletin boards of City Hall or on local public television~~ and shall be posted on the City's Web Site 2 days prior to the meeting. Sufficient copies of the agenda must be available prior to the beginning of the meeting. The title of any ordinance or resolution to be considered shall be published as part of the agenda. The published agenda may be amended at the meeting by a super-majority members present (5). No matters other than those on the agenda as amended shall be acted upon by the Council. (*Ord. 17-1996, 6/24/1996, §2.06*)

SECTION 2. This Ordinance shall become effective ten (10) days after its approval, in accordance with Section 221 of the City of Reading Home Rule Charter.

BILL NO. _____

AN ORDINANCE

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA BY REMOVING THE FEE ASSESSED FOR THE INSTALLATION OF HANDICAP PARKING SIGNS AND RENEWAL FROM THE CITY OF READING FEE SCHEDULE.

THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Eliminating the fee assessed for the installation of Handicap Parking signs from the City of Reading Fee Schedule.

SECTION 2. This ordinance shall be effective ten (10) days after its adoption and approval by the Mayor, or repassage by City Council over the Mayor's veto, in accordance with Section 219 of the City of Reading Home Rule Charter, or as set forth in Section 221 of the City of Reading Home Rule Charter.

Enacted _____, 2006

President of Council

Attest:

City Clerk

(Councilwoman Goodman-Hinnershitz)

Submitted to Mayor: _____
Date: _____

Received by the Mayor's Office: _____
Date: _____

Approved by Mayor: _____
Date: _____

Vetoed by Mayor: _____
Date: _____

(Exhibit A)

7. Permits.

Type Proposed Fee

Sidewalk Occupancy \$20
Sidewalk Repair/Opening 10
Pole Permit 30
Driveway Permit
Residential 100
Commercial 200
Building Line Surveys 2/FT
Dumpster 250
Handicap Parking ~~70~~-0
Renewal Fee ~~5~~-0

Type Proposed Fee

Onlot Sewage Suitability
Reading and Recording Two Deep Probes \$250
Additional Soil Probes 50
Observation to Six Hole Percolation 250
Permit Processing 100
Re-application Fee 50
Onlot Sewage Planning Module 50/Lot
Sanitary Sewer Planning Module \$500

Reading Parking Authority Memo

To: Reading City Council

From: Lawrence Lee Executive Director, Reading Parking Authority Date: Tuesday, 31 August 2005
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Re: Residential Parking Zone – 100 Block North 2nd Street

Background

Article 15-502 of the City of Reading Traffic Ordinances provides for the creation of Parking Meter Zones which are meant to provide short term parking restrictions to allow the maximum amount of turn over for any particular area.

Previous Action Required / Completed

The Authority emplaced parking meters in the Zero Hundred block of 3rd Street across from the Chiarelli garage in March 2006 to alleviate long term parking in the area.

Review and Recommendation

The Reading Parking Authority has conducted the necessary analysis of the area and has concluded that potential customers are parking long term outside the garage rather than parking within the facility. Further, increased business from the Goggle Works, RACC Theater, proposed I-MAX Theater, and the new parking garage with extensive retail space necessitates short term parking restrictions to accommodate and compliment these initiatives.

Recommended Motion

Approve the addition of the 100 block of North Washington Street as a two-hour metered area.

BILL NO. _____ 2007
A N O R D I N A N C E

**AN ORDINANCE AMENDING SECTION 15-502 OF THE CITY OF READING
CODIFIED ORDINANCES PARKING METER ZONES BY ADDING 2 HOUR PARKING
METERS IN THE OF 100 BLOCK OF WASHINGTON STREET.**

SECTION 1. The City Council hereby amends Section 15-502 – Parking Meter Zones of the Codified Ordinances by adding 2 hour parking meters in the 100 block of Washington Street:

§15-502. Parking Meter Zones Established; Traffic Control Maps.

All municipal parking lots operated by the City of Reading or the Parking Authority of the City of Reading.

A. Parking meter zones shall be established and set forth by legend on the traffic control maps of the City; the provisions of this Section shall not become effective until the adoption of the traffic control maps by Council.

B. Parking meter zones are hereby established on the following streets, highways and blocks in the City of Reading and on municipal parking lots operated by the City or the Parking Authority of the City of Reading, as follows:

(1) Parking Meter Zone Number One (1 Hour Parking)

Cherry Street – 800, 600, 500, 400
Penn Street – 400, 500, 700, 800, 900
Washington Street – 700, 800
Court Street – 300, 400, 500, 600, 700, 800 (*500 has a mix of 30 Min. and 1 Hr.*)
Walnut Street – 400, 500
Reed Street – 100
Elm Street – 500
Church St – 000
South 3rd Street – 000
South 4th Street – 000
North 4th Street – 000
South 5th Street – 100
North 6th Street – 000, 100
South 6th Street – 000
South 8th Street – 000
North 8th Street – 100

South 9th Street – 000
North 9th Street – 000

(2) Parking Meter Zone Number Two (2 Hour Parking)

Cherry Street – 300
Penn Street – 200, 300
Franklin Street – 400, 500
Court Street – 200
Walnut Street – 600, 700, 800
North 3rd Street – 000 (*Meters added by Chiarelli Garage*)
North 5th Street – 100, 200, 300
South 6th Street – 100
North 6th Street – 200
North 9th Street – 100
Washington Street – 100

(3) Parking Meter Zone Number Three (½ Hour Parking)

Court Street – 500
North 5th Street - 000

- (a) East side of North Fifth Street from Court Street to Washington Street.
- (b) North side of Court Street from North Fifth Street to Church Street (Post Office).

SECTION 2. This Ordinance shall become effective ten (10) days after its approval, in accordance with Section 221 of the City of Reading Home Rule Charter.

BILL NO. _____ 2007

AN ORDINANCE AMENDING CODIFIED ORDINANCES OF THE CITY OF READING, CHAPTER 6 CODE ENFORCEMENT, PART 3, SECTION 9 FEES FEE SCHEDULE F-101 (ORDINANCE 95-2006) BY ADDING A FEE FOR RETRIEVAL OF AN EMS REPORT AND AMENDING OTHER MATTERS THEREOF TO REQUIRE A RELEASE THEREFOR

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Amending Chapter 6 Code Enforcement, Part 3, Section 9 Fees (Ordinance 95-2006) as follows:

Fee Schedule shall be amended to add EMS Report to F-101 so that Fee F-101 reads as follows:

SECTION N	DESCRIPTION OF FEE		FEE
F-101	Administrative Fee for Retrieval of Fire Report / EMS Report		\$35.00

Other Matters Involving Fee Schedule is amended to add the following paragraph:

RELEASE: To obtain a copy of an EMS Report a requestor must submit a letter detailing the information requested and an executed Release that is in accordance with HIPPA regulations in addition to payment of the administrative fee for retrieval of said Report per F-101 above.

SECTION 2. All other provisions of the Fire Prevention Code of the City of Reading (Ordinance 95-2006) (the International Fire Code as adopted by the City of Reading) Chapter 6 Code Enforcement, Part 3, Section 9 Fees shall remain effective.

SECTION 3. Any court determination that a portion of an amended section is unconstitutional or invalid shall not affect the remaining portion of said section or other Ordinance sections.

SECTION 4. This Ordinance shall become effective within ten (10) days of the date of passage and approval by the Mayor or override of the Mayor's veto.

BILL NO. _____2007
AN ORDINANCE

AN ORDINANCE OF THE CITY OF READING AUTHORIZING THE EXECUTION
OF A CABLE FRANCHISE AGREEMENT BETWEEN
THE CITY AND COMCAST OF NEW MEXICO/PENNSYLVANIA LLC

SECTION 1. Pursuant to the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996 (hereinafter collectively referred to as the "Cable Act"), the regulations of the Federal Communications Commission and Pennsylvania law, the City is authorized to grant franchises to construct, operate and maintain a cable system utilizing public rights-of-way and properties within the City's jurisdiction.

SECTION 2. Pursuant to the provisions of the Cable Act the City of Reading will grant a non-exclusive and revocable franchise (exhibit "A") to Comcast of New Mexico/Pennsylvania LLC, for a period of fifteen (15) years, replacing a cable franchise agreement that the City entered into with Berks Cable on December 24, 1985 and is subject to City Ordinance 101-85 entitled "City of Reading Cable Television Ordinance".

SECTION 3. This ordinance shall be effective ten (10) days after its adoption and approval by the Mayor, or repassage by City Council over the Mayor's veto, in accordance with Section 219 of the City of Reading Home Rule Charter.

Enacted _____, 2007

President of Council

Attest:

City Clerk
(Cohen Communications/Council Staff)

Submitted to Mayor: _____
Date: _____

Received by the Mayor's Office: _____
Date: _____

Approved by Mayor: _____
Date: _____

Vetoed by Mayor: _____
Date: _____

EXHIBIT “A”

CABLE FRANCHISE AGREEMENT

BETWEEN

CITY OF READING

AND

COMCAST OF NEW MEXICO/PENNSYLVANIA, LLC.

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CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the "Agreement") is executed as of the 1st day of January, 2007 (hereinafter referred to as the "Effective Date") by and between the City of Reading, a municipality located in Berks County, Pennsylvania (hereinafter referred to as the "City") and Comcast of New Mexico/Pennsylvania, LLC. (hereinafter referred to as "Comcast").

WHEREAS, pursuant to the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996 (hereinafter collectively referred to as the "Cable Act"), the regulations of the Federal Communications Commission (hereinafter referred to as the "FCC") and Pennsylvania law, the City is authorized to grant franchises to construct, operate and maintain a Cable System utilizing public rights-of-way and properties within the City's jurisdiction; and

WHEREAS, Comcast currently holds a cable franchise from the City by virtue of a cable franchise agreement that the City entered into with BerksCable on December 24, 1985 and is subject to City Ordinance 101-85 entitled "City of Reading Cable Television Ordinance"; and

WHEREAS, Comcast has requested a renewal of its franchise to maintain, construct, operate, and upgrade its Cable System over, under and along the aforesaid rights-of-ways for use by the City's residents; and

WHEREAS, the aforesaid rights-of-way used by Comcast are public properties acquired and maintained by the City and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the City desires to protect and manage the aforesaid rights-of-way, ensure future technical improvements to maintain a technologically-advanced Cable System, require high standards of customer service, obtain complimentary services for its public buildings, require improvements to its public, educational and governmental channels, receive franchise fees for Comcast's use of the City's rights-of-ways as provided by federal law, establish certain reporting requirements and provide for the current and future cable-related needs of its residents; and

WHEREAS, the City conducted a comprehensive ascertainment process with respect to cable franchise renewal, including, but not limited to, a community

needs assessment, a technical audit, and a franchise fee review, all of which resulted in reports that have been provided to Comcast; and

WHEREAS, the City held public hearings on July 20, 2005 and September 21, 2005 on the subject of cable television franchise renewal, including reviewing the cable operator's past performance and identifying the City's future cable-related community needs; and

WHEREAS, the City has determined that Comcast has the financial, legal and technical ability to provide Cable Services to Subscribers located in the City; and

WHEREAS, the City, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Comcast's franchise according to the terms and conditions contained herein;

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the City and Comcast agree as follows:

SECTION 1

GRANT OF FRANCHISE

1.1 GRANT OF AUTHORITY

Pursuant to the Cable Act, the regulations of the FCC and Pennsylvania law, the City hereby grants a non-exclusive and revocable franchise to Comcast, authorizing and permitting Comcast to construct, operate, and maintain a Cable System in the City's public rights-of-way.

Subject to the terms and conditions contained herein, the City hereby grants to Comcast the right to construct, extend, install, operate, maintain, upgrade and rebuild a Cable System to provide Cable Service, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other property and equipment as are necessary and appropriate to the operation of the Cable System in, under, over, along, across and upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places and rights-of-way under the jurisdiction of the City, including

property over which the City has a sufficient easement or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video, audio, and other electronic signals and impulses as permitted by applicable law.

1.2 TERM OF FRANCHISE

The term of this Agreement shall be for a period of fifteen (15) years commencing on the Effective Date and expiring on _____, unless the franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement.

1.3 NON-EXCLUSIVITY

This franchise granted to Comcast shall be non-exclusive. Nothing in this Agreement shall affect the right of the City to grant another franchise to construct, operate or maintain a Cable System or for any other purpose.

1.4 POLICE POWERS

Comcast's rights under this Agreement are subject to the police powers of the City to adopt and enforce general laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement.

1.5 NO WAIVER OF RIGHTS

(a) No course of dealing between the City and Comcast, nor any delay on the part of the City in exercising any rights hereunder, shall operate as a waiver of any such rights of the City or acquiescence in the actions of Comcast in contravention of such rights, except to the extent expressly waived by the City.

(b) No course of dealing between the City and Comcast, nor any delay on the part of Comcast in exercising any rights hereunder, shall operate as a waiver of any such rights of Comcast or acquiescence in the actions of the City in contravention of such rights, except to the extent expressly waived by Comcast.

1.6 COMPETITIVE EQUITY

(a) The City shall not grant an additional franchise to a competitive entity to construct, operate, or maintain a Cable System if such franchise, when taken as a whole upon consideration of its material obligations, is more favorable or less burdensome to the competitive entity than this Agreement is to Comcast. If the City grants an additional franchise to a competitive entity that, when taken as a whole upon consideration of its material obligations, is more favorable or less burdensome to the competitive entity, then the City and Comcast shall amend this Agreement to provide Comcast with the benefit of such more favorable or less burdensome material obligations.

(b) In the event an application for a new franchise for Cable Service is submitted to the City proposing to serve Subscribers within the City, then the City shall notify Comcast in writing of the submission of the application.

SECTION 2 **COMPENSATION TO THE CITY**

2.1 FRANCHISE FEES

Comcast shall pay to the City an amount equal to five percent (5%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Service in the City. The term "Gross Revenues" is defined in Section 14 "Definitions" below. Comcast shall not deduct or otherwise credit against the franchise fee any tax, fee or assessment of general applicability. The City may amend the franchise fee upon sixty (60) days written notice to Comcast provided that the franchise fee may not exceed five percent (5%). In the event that federal law is amended to authorize a franchise fee higher than five percent (5%), the City may, at its discretion, direct in writing that Comcast to pay a higher franchise fee. A copy of the Resolution or Ordinance authorizing the franchise fee rate adjustment shall accompany such written notice.

2.2 QUARTERLY PAYMENTS

Franchise fee payments to the City under this provision shall be computed

at the end of each calendar quarter and shall be due and payable within thirty (30) days after the end of each calendar quarter and forty-five (45) days after the close of the fourth calendar quarter of the year. Specifically, payments shall be due and payable on or before April 30 (for the first quarter), July 31 (for the second quarter), October 31 (for the third quarter), and February 15 (for the fourth quarter) of each year. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the City may have for additional sums payable under this Agreement.

2.3 QUARTERLY REPORTS

Each franchise fee payment shall be accompanied by a written report containing an accurate statement of Comcast's Gross Revenues received for Cable Services for the quarter in connection with the operation of Comcast's Cable System and a brief report showing the basis for computation of fees. The report shall contain a line item for every source of revenue received and the amount of revenue received from each source. The report shall be verified by a financial representative of Comcast.

2.4 AUDITS

(a) On an annual basis, upon thirty (30) days prior written notice, the City shall have the option to conduct an independent audit or franchise fee review of Comcast's records reasonably related to the sources, amounts and computation of Gross Revenues in accordance with Generally Accepted Accounting Principles ("GAAP"). Any such audit or franchise fee review shall occur within sixty (60) months from the date the City receives a franchise fee payment, after which period any such payment shall be considered final. Such records shall be kept or made available to the City at the notice location for Comcast specified in Section 13.3 below.

(b) In the event of an alleged underpayment, the City shall provide Comcast with a written statement indicating the basis for the underpayment. If the audit or franchise fee review reveals that there have been no underpayments, the City shall provide a written notice to Comcast indicating that no underpayments were found and that the audit or franchise fee review is closed. Comcast shall have thirty (30) days from the receipt of the statement regarding an alleged underpayment to provide the City with any written objection

to the results of the audit or franchise fee review, including any substantiating documentation. Based on this exchange of information, the City shall make a final determination of the underpayments, if any, within sixty (60) days of Comcast's objection and shall provide Comcast with written notice of the determination. If Comcast disputes the City's final determination, it may submit the dispute to a mutually agreed upon mediator within thirty (30) days of receiving the City's written notice of the determination. In the event that Comcast fails to submit the matter to mediation within the required time period, the City's final determination shall be binding on Comcast. If Comcast submits the matter to mediation and an agreement is not reached within ninety (90) days of the submission to mediation, either party may bring an action to have the disputed amount determined by a court of competent jurisdiction.

(c) Any franchise fee payment due to the City as a result of the audit or franchise fee review shall be paid to the City by Comcast within sixty (60) days from the date the City notifies Comcast of its final determination, or if the matter is submitted to mediation or litigation, within sixty (60) days from the final disposition of such action. If the audit or franchise fee review shows that franchise fees have been underpaid, then Comcast shall pay the underpaid amount and monetary fines often percent (10%) of the underpayment. If franchise fees have been underpaid by five percent (5%) or more, then Comcast shall also pay the total cost of the audit or franchise fee review. Once the franchise fees, plus any monetary fines, are paid by Comcast, the City shall have no further rights to audit, review, or challenge the franchise fee payment for that time period.

SECTION 3

SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE

3.1 TECHNICAL REQUIREMENT

(a) Comcast shall operate, maintain, construct and extend the Cable System so as to make available high quality signals, clear resolution, and reliable delivery of one-way and two-way Cable Services for all programming services throughout all parts of the City where the density requirements of Section 3.2 herein are met. The Cable System shall meet or exceed any and all technical performance and other technical standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and regulations.

(b) The Cable System shall provide signals that are free from all types of interference, including, but not limited to, co-channel interference. Should the City provide written notice to Comcast that it has received a record of complaints from subscribers of video reception problems related to interference, then Comcast shall take all reasonable actions necessary to remove or minimize the interference problem.

(c) Stand-by power at the headend(s) shall be provided for a minimum of eight (8) hours in the event of an outage. The power supplies serving the nodes and distribution shall be capable of providing power for not less than four (4) hours in the event of an electrical outage. Stand-by power must activate automatically upon the failure of commercial utility power.

3.2 AREA TO BE SERVED

(a) Service shall be offered to every dwelling occupied by a person requesting Cable Service situated within one hundred twenty-five (125) feet aerial distance of the cable plant provided that Comcast is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621 (a) (2) of the Cable Act. Comcast shall extend the Cable System into all areas within the City, including the City's Central Business District, where there is a minimum density of thirty (30) dwelling units per linear plant mile of aerial cable, and fifty (50) dwelling units per underground mile of cable, calculated from the end of the nearest trunk line. Comcast shall complete said extensions within three (3) months of notification to Comcast by the City that an area has met the minimum density standard set forth herein (weather permitting). Comcast's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities.

(b) Comcast may elect to extend service to any commercial establishment requesting Cable Service provided that Comcast is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621 (a) (2) of the Cable Act. Comcast's obligation hereunder shall be subject to the timely performance of walk-out, make ready, and location of all underground utilities.

(c) Comcast may elect to provide Cable Service to areas not meeting the above density and distance standards. Comcast may impose an additional charge in excess of its standard installation charge for any service installation requiring a drop in or line extension in excess of the above standards. Any such

additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds the standards set forth above.

(d) If all of the transmission and distribution facilities of all of the public utilities in any area of the City are underground, Comcast shall place the transmission and distribution facilities of its Cable System underground, provided that such underground locations are capable of accommodating Comcast's facilities without technical degradation of the Cable System's signal quality. Comcast shall not be required to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, and/or pedestals.

3.3 PERMITS

Comcast shall apply to the City for all generally-applicable required permits and shall not undertake any activities in the public rights-of-way subject to a permit without receipt of such permit, issuance of which shall not be unreasonably withheld by the City. Comcast shall pay any and all required permit fees. Comcast shall file all required construction plans. Notwithstanding the above, Comcast shall not be required to obtain permits or file construction plans for individual drop connections to Subscribers or instances of routine maintenance or minor repair to its Cable System.

3.4 REPAIRS AND RESTORATION

(a) Whenever Comcast or any agent, including any subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private way or place, the same shall be replaced and the surface restored in as good condition as before the disturbance within ten (10) business days of the completion of the disturbance, weather permitting. Upon failure of Comcast to comply within the time specified and the City having notified Comcast in writing of the restoration and repairs required, the City may cause proper restoration and repairs to be made and the expense of such work shall be paid by Comcast upon demand by the City along with any liquidated damages applied by the City in accordance with Section 9 "Franchise Violations, Damages and Revocation" below.

(b) Whenever Comcast or any agent, including any subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and

injury to property, including structures, improvements and trees in and along the routes authorized by the City, except as may be approved by the City if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Upon written notice, Comcast shall promptly repair and restore any private property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within ten (10) business days. In the event of inclement weather, Comcast may request additional time from the City and property owner to complete the repairs or restoration. Assent for additional time from the City and property owner to complete such repairs or restoration shall not be unreasonable withheld.

(c) Comcast's operating, construction, repair and maintenance personnel, including all agents and subcontractors, shall be thoroughly trained in the use of all equipment and the safe operation of vehicles. Comcast's operating, construction, repair and maintenance personnel shall follow all safety procedures required by all applicable federal and state laws and regulations. All areas of the Cable System shall be routinely inspected and maintained so that conditions that could develop into safety hazards for the public and/or operating and maintenance personnel may be corrected before they become a hazard. Comcast shall install and maintain its wires, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the City or any public utility serving the City.

(d) Whenever Comcast or any agent, including any subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the Pennsylvania One Call System prior to any such disturbance. Comcast shall adhere to all requirements of the Pennsylvania Underground Utility Line Protection Act.

(e) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the City, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

3.5 SYSTEM MONITORING

Comcast shall conduct periodic signal monitoring in accordance with the requirements of the FCC. Such capability shall enable Comcast to monitor the signal quality of all channels delivered on the Cable System, including the Public, Educational, or Governmental Channels.

3.6 SERVICE AREA MAPS

Upon written request, Comcast shall provide to the City for its exclusive use complete set of Comcast service area maps of the City, on which will be shown those areas in which its facilities exist and the location of all streets. The maps shall also designate where the cable wires and other equipment are aerial and where they are underground. These maps shall be provided to the City in hardcopy and, if requested and available, electronic format. Updated maps shall be delivered to the City within thirty (30) days after a request is made.

3.7 BUILDING MOVES

In accordance with applicable laws, Comcast shall, upon the request of any person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving of the building. Comcast shall be given at least thirty (30) days advance notice to arrange for such temporary wire changes. The expense of such temporary raising or lowering of its wires shall be paid to Comcast by the person, firm or corporation requesting the same. If the building to be moved is owned or operated by the City, Comcast shall raise or lower its wires at no cost to the City.

3.8 DISCONNECTION AND RELOCATION

(a) Comcast shall, at no cost to the City, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public way or place, any of its property as required by the City or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure.

(b) In requiring Comcast to protect, support, temporarily disconnect, relocate or remove any portion of its property, the City shall treat Comcast the same as, and require no more of Comcast than, any similarly situated entity.

3.9 EMERGENCY REMOVAL OF EQUIPMENT

(a) If, at anytime, in case of fire or other disaster in the City, it shall be necessary, in the reasonable judgment of the City or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the City shall have the right to do so without cost or liability, provided that, wherever possible, the City shall give Comcast notice and the ability to relocate wires, cable or other equipment.

(b) In requiring Comcast to temporarily disconnect, relocate or remove any portion of its property, the City shall treat Comcast the same as, and require no more of Comcast than, any similarly situated entity.

3.10 TREE TRIMMING

Comcast, or its agents, including subcontractors, shall have the authority to trim trees upon and overhanging public streets, alleys, sidewalks and the public rights-of-way so as to prevent the branches of such trees from coming in contact with the wires, cables or other equipment of Comcast in accordance with the City's Code of Ordinances, Chapter 25, Part 1, Shade Trees, and other generally-applicable laws and regulations. Comcast shall reasonably compensate the City or other property owner for any damages caused by such tree trimming or removal. If Comcast or its agents, including subcontractors, wish to cut down and remove any tree or trees as may be necessary for the installation and maintenance of its equipment, it shall apply to the City for permission and, if permission is granted, shall perform such cutting and removal in accordance with the regulations of the City.

SECTION 4

SYSTEM SPECIFICATIONS AND STATE-OF-THE-ART

4.1 SYSTEM SPECIFICATIONS

(a) Comcast has designed, constructed and shall maintain a Cable System covering the City that utilizes fiber optic backbone connections from headend to hubs, hubs to hubs, and hubs to nodes. This Cable System shall be built for digital television standards with a bandwidth no less than 750 MHz with addressable technology with no less than one hundred twenty-five (125) video channels received for digital or analog transmission and shall allocate sufficient

portion of said bandwidth to deliver reliable two-way Cable Services. The Cable System shall be capable of providing high definition television signals and high speed Internet access via cable modem.

(b) Comcast reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System at any time during the term of the Agreement, in accordance with the provisions of this Agreement. Notwithstanding the above, Comcast agrees that no alteration, adjustment, modification, rebuild, upgrade, redesign, or other reconfiguration of the Cable System shall have the effect of reducing the technical capabilities of the Cable System from those that exist on the Effective Date of this Agreement.

4.2 STATE-OF-THE-ART

(a) Comcast and the City acknowledge that the technology of Cable Systems is an evolving field. Comcast's Cable System in the City shall be capable of offering Cable Services that are comparable to other Cable Systems owned and managed by Comcast or its Affiliate Entities in the Counties of Berks, Chester, and Montgomery in the Commonwealth of Pennsylvania ("Comparable Systems") pursuant to the terms of this section. The City may send a written notice to Comcast, not to exceed one request every two (2) years, requesting information on Cable Services offered by such Comparable Systems.

(b) If the identified Cable Services are being offered by Comcast and/or its Affiliated Entities to at least forty percent (40%) of the total Subscribers in the Comparable Systems, then the City may require that Comcast make such Cable Services available in the City. Should the City determine that Comcast shall provide such Cable Services, then the City and Comcast shall enter into good faith discussions to negotiate a schedule for deployment of such Cable Services. The discussions shall take into consideration the benefits from the provision of such Cable Services, the cost of implementing them in the City, the technical and economic feasibility of implementing such improvements, and the impact, if any, on Subscriber rates.

SECTION 5 **CUSTOMER SERVICE STANDARDS**

5.1 OFFICE HOURS AND AVAILABILITY BY CUSTOMER REPRESENTATIVES

(a) Comcast shall maintain a business office that is conveniently located and which shall be open during Normal Business Hours. The term “Normal Business Hours” is defined in Section 14 “Definitions” below.

(b) Comcast shall provide and maintain a toll free telephone access line that will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week. Trained representatives shall be available to respond to customer inquiries during Normal Business Hours. After Normal Business Hours, the telephone inquiries may be answered by a service or an automated response system. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

(c) Under Normal Operating Conditions, telephone answering time by a customer representative, including wait time, shall not exceed thirty (30) seconds after the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under Normal Operating Conditions measured on a quarterly basis. The term “Normal Operating Conditions” is defined in Section 14 “Definitions” below.

(d) Under Normal Operating Conditions, the customer shall receive a busy signal in response to a telephone call less than three (3) percent of the time.

(e) Comcast shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering requirements above unless a historical record of complaints indicates a clear failure to comply. If the City determines, after receiving complaints itself and/or receiving a record of complaints made to Comcast in accordance with Section 8 below, that there is a clear failure to comply with the telephone and/or electronic mail answering requirements above, the City shall notify Comcast in writing that it must measure its compliance with these requirements for the next ninety (90) days and report to the City with its results.

5.2 INSTALLATIONS AND SERVICE CALLS

(a) Comcast shall maintain a competent staff of well-trained employees sufficient to provide adequate and prompt service to its Subscribers. Comcast shall require that any employee or agent, including any subcontractor, who personally visits any residential dwelling shall display a photo identification badge. Comcast shall require that any vehicle used for installation, operation or maintenance activities by any Comcast employee or agent, including any subcontractor, shall prominently display the Comcast or "cable contractor" logo.

(b) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those aerial installations that are located up to one hundred twenty-five (125) feet from the existing distribution system.

(c) Excluding conditions beyond its control, Comcast shall begin working on a Service Interruption promptly and in no event later than twenty-four (24) hours after the interruption becomes known and shall diligently pursue to completion. Notice of a Service Interruption of a single Subscriber shall give rise to this obligation on behalf of Comcast. The term "Service Interruption" is defined in Section 14 "Definitions" below. All other service calls not affecting public health, safety or welfare shall occur within a maximum of forty-eight (48) hours after notice to Comcast or scheduled at the convenience of the customer and shall be diligently pursued to completion.

(d) Upon scheduling of appointments with the customer for installations, service calls and other activities, Comcast shall provide the customer with either a specific time or an "appointment window" of a maximum of four (4) hours during Normal Business Hours. Comcast may schedule service calls and installation activities outside of Normal Business Hours for the express convenience of the customer.

(e) Comcast may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment. If, at any time, an installer or technician is running late, an attempt to contact the customer must be made prior to the time of the appointment. If the appointment must be rescheduled, it must be done so at a time that is convenient for the customer.

5.3 NOTICES

(a) Comcast shall provide written notice to each Subscriber upon initial subscription, at intervals not more than one (1) year thereafter to each Subscriber, and at any time upon request, regarding each of the following areas:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Channel positions and information regarding programming carried on the Cable System such that the programming information corresponds to the channel positions;
- (4) Installation and service maintenance policies;
- (5) Instructions on how to use the Cable Service and any converters;
- (6) Billing and customer complaint procedures;
- (7) Comcast's address, telephone number and office hours;
- (8) A notice of Subscriber privacy rights as required by federal law.

(b) Comcast shall notify Subscribers and the City in writing of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes, provided that such changes are within the control of Comcast. Comcast shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, franchise fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the Commonwealth of Pennsylvania or the City on the transaction between Comcast and the Subscriber.

(c) In accordance with applicable federal law, Comcast shall maintain a file available to the public containing all written notices provided to Subscribers pursuant to the requirements contained herein by Comcast during the previous twelve (12) months.

5.4 BILLING

(a) Bills shall be clear, concise and understandable. Bills must be fully itemized, with itemizations including all applicable service tiers and if applicable any installation or repair charges. Bills shall state the billing period, including an effective due date, the amount of current billing and any relevant credits or past due balances.

(b) Comcast shall not assess late fees for non-payment of a current bill until at least thirty (30) days have elapsed since the mailing of the bill by Comcast.

5.5 CUSTOMER COMPLAINT PROCEDURES

Comcast shall establish clear written procedures for resolving all customer complaints, which shall include at least the following:

(a) Comcast shall provide the customer with a written response to a written complaint received by the local business office via the United States mail within thirty (30) days of its receipt. Such response shall include the results of its inquiry into the subject matter of the complaint, its conclusions based on the inquiry, and its decision in response to the complaint.

(b) If the City is contacted directly about a customer complaint, it shall notify Comcast promptly and in writing. When Comcast receives such notification, the time period for Comcast to respond as required above shall commence.

(c) Any Subscriber who, in good faith, disputes all or part of any bill sent by Comcast has the option of withholding the disputed amount, without a late fee, until Comcast has investigated the dispute in good faith and has made a determination that the amount is owed provided that:

- (1) The Subscriber provides a written complaint to Comcast in a timely fashion and includes identifying information;
- (2) The Subscriber pays all undisputed charges; and

(3) The Subscriber cooperates in determining the appropriateness of the charges in dispute.

(d) Comcast shall maintain customer complaint records, which shall contain the date each complaint is received, the name and address of the affected Subscriber, a description of the complaint, the date of resolution of the complaint, and a description of the resolution.

5.6 DISCONNECTION

Comcast may disconnect or terminate a Subscriber's service for cause:

(a) If at least sixty (60) days have elapsed from the due date of the bill that Subscriber has failed to pay; and

(b) If Comcast has provided at least ten (10) days written notice to the affected Subscriber prior to disconnection, which may be noted on the Subscriber's bill specifying the effective date after which Cable Services are subject to disconnection; and

(c) If there is no pending written dispute with Comcast regarding the bill;
or

(d) If at any time and without notice, Comcast determines in good faith that Subscriber has tampered with or abused Comcast's equipment or services or is engaged in theft of Cable Service.

5.7 CREDIT FOR SERVICE INTERRUPTIONS

In the event that there is a Service Interruption to any Subscriber for six (6) or more consecutive hours, upon receipt of written or credible oral request it shall grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or, at its option, apply such credit to any outstanding balance that is currently due. Such credit shall be identified by Comcast on the Subscriber's next bill following the Service Interruption.

5.8 PRIVACY

(a) Comcast shall respect the rights of privacy of every Subscriber and shall not violate such rights through the use of any device or signal associated with the Cable System. Comcast shall at all times comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations. All references to privacy in this Section are further subject to the provisions of Public Law 107-56 (October 26, 2001), Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, known as the "USA PATRIOT ACT."

(b) Comcast shall be responsible for complying with such privacy policy and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal Subscriber information is handled and protected strictly in accordance with this policy and all applicable laws and regulations.

(c) Absent a court order or requirement of federal law, neither Comcast nor its designee shall tap, monitor, arrange for the tapping or monitoring, or permit any person to tap or monitor, any cable, line, signal, input device, or Subscriber outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or user, provided, however, that Comcast may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner not inconsistent with the federal law. Comcast shall report to the affected parties any instances of monitoring or tapping of the Cable System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by Comcast. Comcast shall not record or retain any information transmitted between a Subscriber and any third party, except as required for lawful business purposes.

(d) Except as permitted by Section 631 of the Cable Act as amended, neither Comcast nor its designee nor its employees shall make available to any third party, including the City, information concerning the viewing habits or subscription package decisions of any individual Subscriber. If a court authorizes or orders such disclosure, Comcast shall notify the Subscriber prior to disclosure, unless such notification is otherwise prohibited by applicable law or the court.

(e) Upon a request by a Subscriber, Comcast shall make available for inspection at a reasonable time and place all personal Subscriber information that Comcast maintains regarding said Subscriber. Comcast shall ensure that all information related to billing and service requests is accurate and up to date and

shall promptly correct any errors upon discovery.

(f) Comcast shall not make its Subscriber list or lists, or any portion thereof, available to any other person or entity, with or without remuneration, except where expressly permitted by law.

SECTION 6

SERVICES TO THE COMMUNITY

6.1 SERVICES TO COMMUNITY FACILITIES

Upon request of the Managing Director of the City or his/her designee at each facility, Comcast shall, at no charge to the City, provide the following services to all present and future public facilities including, but not limited to, the City Hall, police stations, fire companies, ambulance services, public works buildings, all public and private school buildings and public libraries:

(a) Within three (3) months of the Effective Date of this Agreement, one (1) cable Drop, outlet and Basic and Expanded Basic Services (or equivalent) package to each building identified in Exhibit A to this Agreement. No charge shall be made for installation or service, except that Comcast may charge and for installation and service for more than one (1) drop in each building.

(b) Within three (3) months of the Effective Date of this Agreement, high speed Internet service via cable modem to each building identified in Exhibit B to this Agreement, plus ten (10) additional facilities to be designated by the City upon request, and public and private school (K-12) buildings and public libraries. Comcast may charge for installation beyond two hundred (200) feet aerial distance from the cable plant and service for more than one (1) outlet in each building.

(c) For the purposes of this section, the term "school" means an educational institution that receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. § 6301 et seq., as amended, and does not mean "home schools."

6.2 PUBLIC, EDUCATIONAL AND GOVERNMENTAL CHANNELS

(a) General Provisions

(1) As of the Effective Date of this Agreement, Comcast provides the City with one (1) public access channel, one (1) educational access channel, and one (1) governmental access channel. Comcast shall continue to provide these three (3) access channels to the City throughout the term of this Agreement.

(2) Comcast is required to provide the City with public, educational, and governmental ("PEG") access channels in accordance with Section 611 of the Cable Act. The PEG channels are for the exclusive use of the City and/or its designees. The channels shall be used for community programming related to public, educational and governmental activities. Their purpose is to contribute to an informed citizenry by, among other things, showing local government at work, responding to local community needs, and bringing education into the home. The City shall have complete control over the content, scheduling, administration and all other aspects of the PEG channels and may delegate such functions to an appropriate designee. Comcast shall not exercise any editorial control over PEG channel programming.

(3) To enable the City and/or its designees to utilize the PEG channels, the City shall select, and Comcast shall connect to the Cable System, origination points corresponding to such channels. Specifically, Comcast shall provide and install, at its sole cost and expense, cable, wire, lines, and/or other necessary signal distribution equipment such that live or tape playback of cablecasts or other programming can originate from these selected locations and be distributed via the Cable System to Subscribers in the City. These cables and other signal distribution equipment shall be collectively known as "Return Lines." The installation and maintenance of the Return Lines by Comcast shall meet or exceed all technical performance and other technical standards of the FCC, the National Electrical Safety Code, the National Electric Code, and any other applicable laws and regulations. As of the Effective Date of this Agreement, Comcast maintains Return Lines for one (1) public access, one (1) educational access, and one (1) governmental access channel. Comcast shall continue to maintain these three (3) Return Lines at its sole cost and expense. Comcast shall distribute the video signals for the PEG channels in high quality resolution.

(4) Comcast shall provide the City with a franchise grant for improvement of its technical infrastructure or for any other public purpose. The grant shall be in the amount of One Hundred Sixty Thousand Dollars (\$160,000). The grant shall be disbursed as follows: Eighty Thousand Dollars (\$80,000) within forty-five (45) days of the Effective Date of the Agreement and Eighty Thousand Dollars (\$80,000) within one hundred eighty (180) days of the Effective Date of the Agreement.

(5) The City and Comcast agree that any and all costs incurred by Comcast for providing PEG channels and supporting such channels, including any and all equipment, capital grants, and maintenance and repair, may be designated by Comcast as “costs of franchise requirements” or “external costs” as defined by the FCC, except that it is mutually agreed that such costs shall not be itemized on Subscribers’ bills. Other than the access support specifically agreed to in this Agreement, Comcast shall not be required to provide technical or production staff, or obtain equipment or studio facilities for Public, Educational and Governmental access programming.

(b) Public Access Channel

(1) As of the Effective Date of this Agreement, Comcast provides one (1) public access channel for use by the City or its designee. The City hereby designates Berks Community Television (“BCTV”) or its successor as the administrator of the City’s public access channel or channels. This designation is at the discretion of the City in accordance with the Memorandum of Understanding between the City and BCTV, and the designation is terminable at will by the City.

(2) As administrator of the City’s public access channel(s), BCTV maintains a television studio, equipment, and production staff as part of its commitment to providing valuable community programming.

(c) Educational Access Channel

(1) As of the Effective Date of this Agreement, Comcast provides one (1) educational access channel for use by the City or its designee. The Reading School District is the administrator of the City’s educational access channel. The City shall continue to designate the School District as the administrator of the current educational access channel throughout the term of this Agreement.

(d) Governmental Access Channel

(1) As of the Effective Date of this Agreement, Comcast provides one governmental access channel for use by the City or its designee. The City hereby designates BCTV or its successor as the administrator of the City's governmental access channel. This designation is at the discretion of the City in accordance with the Memorandum of Understanding between the City and BCTV, and the designation is terminable at will by the City.

SECTION 7
REGULATION BY CITY

7.1 RIGHT TO INSPECT

(a) The City shall have the right, upon twenty (20) business days written notice and during Normal Business Hours, to inspect at the notice location for Comcast specified in Section 13.3 below all documents, records and other pertinent information maintained by Comcast which relate to the terms of this Agreement.

(b) In addition, Comcast shall maintain for inspection by the public and the City all records required by the FCC and as specified in 47 C.F.R. §76.305 in the manner specified therein.

(c) Notwithstanding anything to the contrary set forth herein, all information specifically marked by Comcast as proprietary or confidential in nature and furnished to the City or its designated representatives shall be treated as confidential so long as it is permitted to do so under applicable law. Information and documentation marked by Comcast as proprietary or confidential shall include a brief written explanation as to its proprietary nature or confidentiality subject to review by the City. The City and its officially designated representatives agree in advance to treat any such information or records which Comcast reasonably deems would provide an unfair advantage for Comcast's competitors (e.g., system design maps, engineering plans, programming contracts, etc.) as confidential so long as permitted to do so under applicable law and only to disclose it to City employees, agents, or representatives who have a need to know or in order to enforce the provisions of this Agreement. In the event a request is made by an individual or entity not an employee, agent or representative of the City acting in their official capacity for information related to the franchise and marked by Comcast as confidential and/or proprietary, the City shall notify Comcast of such request. Comcast shall not be required to provide

Subscriber information in violation of Section 631 of the Cable Act, or information which is not relevant to regulation of the Franchise (e.g., employee files, tax returns, etc.).

7.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

The City or its representatives may conduct a full compliance review, including possible public hearings, with respect to whether Comcast has complied with any material term of this Agreement so long as it provides Comcast with thirty (30) days written notice in advance of the commencement of any such reviews or public hearings.

7.3 RIGHT TO REGULATE RATES

(a) The City has the right to regulate Cable Service rates to the extent authorized by applicable federal law.

(b) Comcast shall file all required FCC forms and documentation for any increase in the rates or charges for any Cable Service or equipment subject to regulation with the City on or before the notification period required by applicable federal law.

7.4 RESERVED AUTHORITY

The City reserves the regulatory authority arising from the Cable Act, any amendments thereto, and any other relevant federal or state laws or regulations.

SECTION 8 **REPORTING REQUIREMENTS**

8.1 QUARTERLY FRANCHISE FEE REPORT

In accordance with Section 2.3 of this Agreement, Comcast shall accompany each quarterly franchise fee payment with a written report containing an accurate statement of Comcast's Gross Revenues received for the quarter in connection with the operation of Comcast's Cable System and a brief report showing the basis for computation of fees. The report will contain a line item for every source of revenue received and the amount of revenue received from each source. The report shall be verified by a financial representative of Comcast.

8.2 ANNUAL FINANCIAL REPORT

Upon request, Comcast shall submit to the City, not later than ninety (90) days after the completion of each fiscal year, statements pertaining to Comcast's financial condition. Such statements shall include a statement of income, a balance sheet, a statement of sources and applications of funds, statement of all capital expenditures, and a depreciation schedule, all of which shall be certified by Comcast's Chief Financial Officer in accordance with Generally Accepted Accounting Principles. In addition, this annual financial report shall include a list of the current officers of Comcast, a list of all current members of the Board of Comcast and its parent corporation. Submission of the most recent U.S. Securities and Exchange Commission Annual Report Form 10-K prepared by Comcast shall be deemed as a satisfactory compliance of this Section 8.2. Upon request, Comcast shall submit to the City monthly subscriber counts in the City for the applicable fiscal year.

8.3 CUSTOMER COMPLAINT REPORT

Upon written request, Comcast shall submit to the City a report showing the number of Complaints, as defined in Section 14 below, that have generated a work order and/or necessitated a response originating from the City within the prior twelve (12) month period. The report shall note the number of Complaints and the general nature of the Complaints generating the calls and summary descriptions of the resolutions of the Complaints.

8.4 GOVERNMENT REPORTS

Comcast shall provide to the City, upon written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Comcast has submitted to any federal, state or local regulatory agencies if such documents relate to Comcast's Cable System within the City. Comcast

shall provide copies of such documents no later than thirty (30) days after their request. Comcast and the City shall comply with the terms and conditions regarding confidentiality as set forth in Section 7.1 (c) of this Agreement.

SECTION 9

FRANCHISE VIOLATIONS, DAMAGES AND REVOCATION

9.1 VIOLATIONS

(a) If the City has reason to believe that Comcast violated any provision of this Agreement, it shall notify Comcast in writing of the nature of such violation and the section of this Agreement that it believes has been violated. If the City does not notify Comcast of any violation of this Agreement, it shall not operate as a waiver of any rights of the City hereunder or pursuant to applicable law.

(b) Comcast shall have thirty (30) days to cure such violation after written notice is received by taking appropriate steps to comply with the terms of this Agreement. If the nature of the violation is such that, in the City's reasonable judgment, it cannot be fully cured within thirty (30) days due to circumstances outside of Comcast's control, the period of time in which Comcast must cure the violation may be extended by the City in writing for such additional time necessary to complete the cure, provided that Comcast shall have promptly commenced to cure and is diligently pursuing its efforts to cure in the reasonable judgment of the City.

(c) If the violation has not been cured within the time allowed under Section 9.1(b) above, then Comcast shall be liable for liquidated damages and the City's costs in accordance with Section 9.2 below.

9.2 LIQUIDATED DAMAGES

(a) Because Comcast's failure to comply with provisions of this Agreement will result in injury to the City and because it will be difficult to measure the extent of such injury, the City may assess liquidated damages against Comcast in the following amounts provided Comcast has had an

opportunity to cure in accordance with Section 9.1(b). Such damages shall not be a substitute for specific performance by Comcast, but shall be in addition to such performance.

(b) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the City. Liquidated damages may not be assessed for a time period exceeding one hundred and twenty (120) days, after which the City may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction.

(c) The City may assess liquidated damages against Comcast in the following amounts provided Comcast has had an opportunity to cure in accordance with Section 9.1(b).

- (a) For failure to submit franchise fee payments in a timely fashion as specified in Section 2: \$150 per day for each day the violation continues;
- (b) For failure to comply with the technical requirements specified in Section 3.1: \$250 per day for each day the violation continues;
- (c) For failure to provide and maintain Cable Service as specified in Section 3.2: \$250 per day for each day the violation continues;
- (d) For failure to obtain and maintain permits as specified in Section 3.3: \$150 per day for each day the violation continues;
- (e) For failure to make repairs and restorations as specified in Section 3.4: \$150 per day for each day the violation continues;
- (f) For failure to disconnect, relocate, or remove equipment as specified in Section 3.8 and 3.9: \$150 per day for each day the violation continues;
- (g) For failure to comply with the Cable System specifications or the state-of-the-art requirements specified in Sections 4.1 and 4.2: \$250 per day for each day the violation continues;
- (h) For failure to comply with any customer service standard as

specified in Section 5: \$150 per day for each day the violation continues;

- (i) For failure to provide services to the community as specified in Section 6: \$250 per day for each day the violation continues;
- (j) For failure to permit the right of inspection as specified in Section 7.2: \$150 per day for each day the violation continues;
- (k) For failure to submit reports in a timely fashion as specified in Section. 8: \$100 per day for each day the violation continues;
- (l) For failure to provide a performance bond as specified in Section 9.3: \$150 per day for each day the violation continues;
- (m) For failure to comply with programming requirements as specified in Section 10: \$150 per day for each day the violation continues;
- (n) For failure to comply with the indemnification requirements as specified in Section 11.1: \$250 per day for each day the violation continues;
- (o) For failure to carry all the insurance required in Section 11.2: \$150 per day for each day the violation continues;
- (p) For failure to comply with transfer or renewal provisions as specified in Section 12: \$150 per day for each day the violation continues;
- (q) For failure to comply with the removal of system requirements as specified in Section 13.2: \$250 per day for each day the violation continues.

9.3 PERFORMANCE BOND

(a) Comcast shall obtain and maintain during the franchise term, at its sole cost and expense, a performance bond running to the City with a company surety licensed to do business in the Commonwealth of Pennsylvania to ensure Comcast's faithful performance of its obligations. The performance bond shall provide that the City may recover from the principal and surety any and all liquidated damages and/or compensatory damages incurred by the City for Comcast's violations of this Agreement, after notice and opportunity to cure, in

accordance with Sections 9.1 and 9.2 above.

(b) The performance bond shall be in the amount of One Hundred Thousand Dollars (\$100,000). Comcast shall not reduce, cancel or materially change said bond from the requirement contained herein without the express prior written permission of the City.

9.4 REVOCATION

(a) In addition to the other rights, powers and remedies retained by the City under this Agreement, the City reserves the separate and distinct right to revoke this franchise if:

(1) It is demonstrated that Comcast practiced any fraud or deceit upon the City in its operation of its Cable System or any other activities pursuant to this Agreement;

(2) Comcast repeatedly fails, after notice and opportunity to cure, to maintain signal quality pursuant to the standards provided for by the FCC or the technical requirements set forth in Section 3.1 of this Agreement;

(3) Comcast repeatedly violates, after notice and opportunity to cure, one or more of the material terms or conditions of this Agreement.

(b) The foregoing shall not constitute a violation of a material term or condition if the violation occurs without the fault of Comcast or occurs as a result of circumstances beyond its control or by reason of Force Majeure as defined in Section 13.1. Comcast shall not be excused from the performance of any of its obligations under this franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.

(c) A revocation shall be declared only by a written decision of the Reading City Council after an appropriate public hearing that shall afford Comcast due process and full opportunity to be heard. This shall include the ability to introduce evidence, to question witnesses and to respond to any notice of grounds to terminate in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth of Pennsylvania. All notice requirements shall be met by providing Comcast at least forty-five (45) days prior written notice (via certified mail-return receipt requested) of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The Reading City Council, after a public hearing and

upon finding the existence of grounds for revocation, may either declare this franchise revoked or excuse such grounds upon a showing by Comcast of mitigating circumstances or good cause for the existence of such grounds. The City shall issue such declaration and finding in a written decision which the City shall promptly send via certified or overnight mail to Comcast.

SECTION 10 **PROGRAMMING**

10.1 CHANNEL CAPACITY

Comcast shall meet or exceed programming and channel capacity requirements set forth in this Agreement and required by federal and state law and regulations.

10.2 BROADCAST CHANNELS

Comcast shall offer all Subscribers with Basic Service including, but not limited to: 1) all broadcast television signals carried in fulfillment of the requirements of Section 614 of the Cable Act; and 2) qualified local non-commercial educational television signals in fulfillment of the requirements of Section 615 of the Cable Act. All such signals shall be delivered to Subscribers in high quality resolution.

10.3 SIGNAL SCRAMBLING

Comcast shall at all times comply with FCC regulations regarding scrambling or other encryption of audio and video signals.

10.4 CONTINUITY OF SERVICE

Subscribers shall continue to receive service from Comcast provided their financial and other obligations to Comcast are honored. Subject to the force majeure provisions in Section 13 of this Agreement, Comcast shall use its best

efforts to ensure that all Subscribers receive continuous, uninterrupted service regardless of the circumstances. For the purpose of construction, routine repairing or testing of the Cable System, Comcast shall use its best efforts to interrupt service only during periods of minimum use. When necessary service interruptions of more than twenty-four (24) hours can be anticipated, Comcast shall notify Subscribers in advance of such service interruption.

10.5 PARENTAL CONTROL CAPABILITY

Upon request, Comcast shall provide Subscribers with the capability to control the reception of any video and/or audio channel on the Cable System providing sexually explicit adult programming.

10.6 SERVICE TIER REQUIREMENTS

(a) Comcast shall not require Subscribers in the City to purchase a particular video service tier, other than Basic Service Tier, in order to obtain access to video programming offered on a per-channel or per-program basis, unless Comcast has been granted a waiver by the FCC pursuant to Section 623(b)(8)(c) of the Cable Act.

SECTION 11

LIABILITY AND INDEMNIFICATION

11.1 INDEMNIFICATION

Comcast shall, at its sole cost and expense, indemnify, defend and hold harmless the City, its elected and appointed officials, its officers, agents and employees acting in their official capacities, from any and all claims for injury, loss, liability, cost or expense arising in whole or in part from, incident to or connected with any act or omission of Comcast, its officers, agents or employees, including contractors and subcontractors, arising out of the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the Cable System or any other equipment or facilities. Comcast's indemnification obligations shall commence upon timely receipt of notice in

writing from the City of the City's receipt of a claim or action pursuant to this Section. The obligation to indemnify, defend and hold the City harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, and reasonable attorneys' fees.

11.2 INSURANCE

(a) Comcast shall maintain insurance throughout the term of this Agreement with the City as an additional insured, with an insurance company which is authorized to conduct business in Pennsylvania and which has an A.M. Best rating (or equivalent) no less than "A minus VII", indemnifying the City from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, reconstruction, operation, maintenance or removal of the Cable System by Comcast or any of its contractors, subcontractors, agents or employees in the following amounts:

(1) The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one (1) occurrence.

(2) The amount of such insurance against liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000).

(3) The amount of such insurance for excess liability shall be Three Million Dollars (\$3,000,000) in umbrella form.

(b) All insurance coverage shall be maintained throughout the period of this Agreement. All insurance policies shall contain a provision that the City will receive thirty (30) days written notice prior to any changes or cancellation of the policy. All expenses incurred for said insurance shall be at no cost to the City.

(c) A certificate evidencing the insurance coverage required herein shall be provided by Comcast to the City upon request.

SECTION 12

FRANCHISE TRANSFER AND RENEWAL

12.1 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

(a) Neither Comcast nor its parent nor any Affiliated Entity shall transfer, assign or otherwise encumber, through its own action or by operation of law, its right, title or interest in the Cable System or in this Agreement without the prior written consent of the City.

(b) Neither Comcast nor its parent nor any Affiliated Entity shall change, transfer or assign, through its own action or by operation of law, its control of the Cable System or of this Agreement without the prior written consent of the City.

(c) Neither Comcast nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release more than fifty percent (50%) of its equitable ownership in the Cable System without the prior written consent of the City.

(d) No such consent shall be required for (i.) a transfer in trust, by mortgage, hypothecation, or by assignment to a financial institution of any rights, title or interest of Comcast in the Agreement or in the Cable System in order to secure indebtedness; or (ii.) a transfer to an Affiliated Entity.

(e) Comcast shall make written application to the City of any transfer, change in control or assignment as described above and shall provide all information required by FCC Form 394 and any other applicable federal, state, and local statutes and regulations regarding transfer or assignment. Within thirty (30) days of receiving a request for transfer, the City, in accordance with the Cable Act and FCC rules, shall notify Comcast in writing of the additional information it requires to determine the legal, financial, and technical qualifications for the transferee or new controlling party. The City shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment.

(f) Any consent by the City for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding agreement stating that it shall be bound by all the terms and conditions contained in this Agreement.

12.2 RENEWAL

The City and Comcast agree that any proceedings or activities that relate to the renewal of Comcast's franchise shall be governed by applicable federal law.

SECTION 13

MISCELLANEOUS

13.1 FORCE MAJEURE

If for any reason of Force Majeure, Comcast is unable in whole or in part to carry out its obligations hereunder, Comcast shall not be deemed in violation of this Agreement during the continuance of such inability. The term "Force Majeure" as used herein shall have the following meaning: acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or of the Commonwealth of Pennsylvania or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections, riots, labor strikes, epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; and partial or entire failure of utilities.

13.2 REMOVAL OF SYSTEM

(a) Upon lawful denial of renewal or revocation of this Agreement, Comcast shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances ("System") from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within three (3) months of such lawful denial of renewal or revocation, the City or property owner may deem any property not removed as having been abandoned and the City may place a lien on such property.

(b) During the term of the Agreement, if Comcast decides to abandon or no longer use all or part of its Cable System, it shall give the City written notice of its intent at least ninety (90) days prior to such decision, which notice shall describe the property and its location. The City shall have the right to either require Comcast to remove the property, remove the property itself and charge Comcast with the costs related thereto, or transfer ownership of the property to the City's designee provided fair market value (as mutually determined by Comcast and the City's designee) is paid to Comcast.

(c) Notwithstanding the above, Comcast shall not be required to remove its System, or to sell the System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Comcast from providing Cable Services, if the System is actively being used to provide any services other than Cable Services and such services are not governed by Title VI of the Communications Act of 1934, as amended, or any portion thereof.

13.3 NOTICES

Every notice or payment to be served upon or made to the City shall be sent to:

Mayor
City of Reading
815 Washington Street, Room 2-27
Reading, PA 19601-3690

The City may specify any change of address in writing to Comcast.

Every notice to be served upon Comcast shall be sent to:

Comcast of New Mexico/Pennsylvania, LLC
400 Riverfront Drive
Reading, PA 19602
Attention: General Manager

With a copy to:

Comcast

1500 Market Street
Philadelphia, PA 19102
Attention: Government Affairs Department

Comcast may specify any changes of address in writing to the City.

Each delivery to Comcast or the City shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

13.4 EQUAL EMPLOYMENT OPPORTUNITY

Comcast is an equal opportunity employer and shall comply with all applicable federal and state laws and regulations regarding equal opportunity employment.

13.5 CAPTIONS

The captions for sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

13.6 GOVERNING LAW

This Agreement shall be governed and construed by and in accordance with the laws of the Commonwealth of Pennsylvania. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Pennsylvania, County of Berks, or in the United States District Court for the Eastern District of Pennsylvania.

13.7 ENTIRE AGREEMENT

This written instrument and any related side agreements contain the entire agreement between the parties, supersedes all prior agreements or proposals whether written or oral except as specifically incorporated herein, and cannot be

changed without written amendment approved by both the City and Comcast. This Franchise Agreement supersedes all prior agreements or ordinances, or parts of agreements or ordinances that are in conflict with the provisions herein.

13.8 SEVERABILITY

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be unlawful, invalid or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision or clause shall be deemed to be severable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

13.9 CHANGE OF LAW

In the event there is a change in a federal or state statute or regulation applicable to the Cable System or to this Agreement, the City or Comcast may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation. The City and Comcast may amend this Agreement to comply with such change in statute or regulation provided such amendment is approved by the City and Comcast.

13.10 NO THIRD-PARTY BENEFICIARIES

Nothing in this Franchise Agreement is or was intended to confer third-party beneficiary status on any other person to enforce the terms of this Agreement.

13.11 APPLICABILITY OF AGREEMENT

All of the provisions in this Agreement shall bind Comcast, the City and their respective successors and assigns. This Agreement is authorized by Resolution No. _____ dated _____, 2006 of the Reading City Council.

SECTION 14

DEFINITIONS

The following terms used in this franchise shall have the following meanings:

(a) Affiliated Entity - Any corporation, partnership or other business entity that owns or controls, is owned or controlled by, or is under common ownership or control with Comcast.

(b) Basic Service - That service tier which shall include at least the retransmission of local broadcast television signals.

(c) Broadcast - Over-the-air transmission by a television or radio station.

(d) Cable Service - The one-way transmission to Subscribers of video programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) Cable System - A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the City, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable Communications Act) to the extent that facility is used in the transmission of video programming directly to Subscribers

unless the extent of that use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of the Cable Communications Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

(f) Complaint - Any written or oral communication by a Subscriber expressing dissatisfaction with any aspect of Comcast's business or the operation of its Cable System.

(g) Drop - The coaxial or fiber optic or other cable that connects a home or building to the Cable System.

(h) FCC - Federal Communications Commission.

(i) Gross Revenues - All revenue calculated in accordance with Generally Accepted Accounting Principles ("GAAP") received directly or indirectly by Comcast derived from the operation of Comcast's Cable System in the City to provide Cable Services. Gross Revenues shall include, but are not limited to, the following:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for all service tiers other than Basic Service, including digital programming tiers;
- (3) fees charged for premium services;
- (4) fees charged to Subscribers for any optional, per-channel or per-program services;
- (5) revenue from the provision of any other Cable Services;
- (6) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for video or audio programming;
- (7) fees for downgrading any level of Cable Service programming;
- (8) fees for service calls;
- (9) fees for leased access channels;
- (10) rental or sales of any and all Subscriber equipment, including converters and remote control devices;
- (11) studio rental, production equipment and personnel fees;
- (12) any and all advertising revenues, including national, regional, and local advertising revenues received by the local area system, excluding prior commissions paid to agencies;
- (13) locally-derived revenues or commissions from home shopping

- channels;
- (14) revenue from interactive television services;
- (15) fees for any and all music services;
- (16) fees for video-on-demand;
- (17) sales of hard copy program guides;
- (18) late payment fees;
- (19) NSF check charges; and
- (20) franchise fees.

Gross Revenues shall not include bad debts or any taxes on services furnished by Comcast and imposed directly upon any Subscriber or user by the City, state, federal or other governmental unit.

j) Normal Business Hours - Those hours during which most similar businesses in the community are open to serve customers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

(k) Normal Operating Conditions - Business conditions within Comcast's service department which are within the control of Comcast. Those conditions that are not within the control of Comcast include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions.

(l) Outlet - An interior receptacle that connects a television set to the Cable System.

(m) Programming - Any video or audio signal carried over the Cable System.

(n) Service Interruption - The loss of picture or sound on one (1) or more channels.

(o) Subscriber - A person or entity who contracts with Comcast for, and lawfully receives Cable Services distributed by the Cable System.

WITNESS our hands and official seals, this _____ day of _____ 2006.

ATTEST

CITY OF READING

By: _____

Name (Print): _____

Title: _____

Date: _____

ATTEST:

COMCAST OF NEW
MEXICO/PENNSYLVANIA, LLC.

By: _____

Name (Print): _____

Title: _____

Date: _____

APPENDIX A

LIST OF DESIGNATED LOCATIONS FOR CABLE SERVICE

City Hall
8th & Washington Streets
Reading, PA 19601

City Hall Annex
815 Washington Street
Reading, PA 19601

City Garage
501 N. 6th Street
Reading, PA 19601

Police Academy Building
400 St. Bernadine Street
Reading, PA 19601

Police Athletic League
325 Walnut Street
Reading, PA 19601

Police Pistol Range Office
2501 Bernville Road
Reading, PA 19605

Police Kennel Office
2501 Bernville Road
Reading, PA 19605

Public Works Building
503 North 6th Street
Reading, PA 19601

Rainbow Fire Station
27 North 8th Street
Reading, PA 19601

Neversink Fire Station
23 North 3rd Street
Reading, PA 19601

Friendship Fire Station
620 Franklin Street
Reading, PA 19602

Washington Fire Station
1019 Spruce Street
Reading, PA 19602

Marion Fire Station
1155 North 9th Street
Reading, PA 19604

Riverside Fire Station
950 McKnight Street
Reading, PA 19601

Oakbrook Fire Station
(Leased from VFC)
628 Park Avenue
Reading, PA 19611

Liberty Fire Station
(Leased from VFC)
501 South 5th Street
Reading, PA 19602

EMS Station
638 Walnut St./132-134 Reed St.
Reading, PA 19602

Main Library
102 South 5th Avenue
Reading, PA 19602

Northwest Branch Library
901 Schuylkill Avenue
Reading, PA 19601

Southwest Branch Library
1426 Perkiomen Avenue
Reading, PA 19602

Northeast Branch Library
1348 North 11th Street
Reading, PA 19604

Municipal Stadium Complex
1907 North Front Street
Reading, PA 19601
(non-public area only)

Pagoda
Skyline Drive
Reading, PA 19606

Recreation Center
3rd & Spruce Streets
Reading, PA 19611

Recreation Center
11th & Pike Streets
Reading, PA 19604

BARTA
1700 North 11th Street
Reading, PA 19604

Nature Center
Hill & Angora Roads
Reading, PA 19606

Pendora Park Fieldhouse
1800 Forest Street
Reading, PA 19606

Admin & Control Building
760 Morgantown Road
Reading, PA 19607

Conservancy Offices
25 North 11th Street
Reading, PA 19601

Wastewater Treatment Plant
Rte. 10 Morgantown Road
Reading, PA 19611
(City Public Works Dept. to dig
trench for this underground
connection)

APENDIX B

**LIST OF DESIGNATED LOCATIONS FOR
CABLE MODEM INTERNET SERVICE**

Police Academy Building

400 St. Bernadine Street
Reading, PA 19601

Police Athletic League

325 Walnut Street
Reading, PA 19601

EMS Station

638 Walnut St./132-134 Reed St.
Reading, PA 19602

Wasterwater Treatment Plant

Rte. 10 Morgantown Road
Reading, PA 19611

(Business Class Service)

(City Public Works Dept. to dig trench for this underground connection)

BILL NO. _____

AN ORDINANCE

SETTING THE CITY CONTRACTED WASTE COLLECTION AND DISPOSAL PROGRAM SERVICE FEE FOR CALENDAR YEAR 2007 PURSUANT TO CODE OF ORDINANCES OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA, CHAPTER 20 SOLID WASTE, PART 1 SOLID WASTE, SECTION 20-104 (1) (E) (1).

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Pursuant to Codified Ordinance Chapter 20 Part 1 Solid Waste Section 20-104 (1) (E) (1), the City Contracted Waste Collection and Disposal Program Service Fee for calendar year 2007 is hereby set at \$202.80 per year.

SECTION 2. This ordinance shall become effective within ten (10) days of the date of passage and approval by the Mayor or override of the Mayor's veto.

Passed _____, 2007

Council President

Attest:

City Clerk

BILL NO. _____

AN ORDINANCE

SETTING THE RECYCLING SERVICE FEE FOR CALENDAR YEAR 2007 PURSUANT TO CODE OF ORDINANCES OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA, CHAPTER 20 SOLID WASTE, PART 1 SOLID WASTE, SECTION 20-103 (1) (A).

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Pursuant to Codified Ordinance Chapter 20 Part 1 Solid Waste Section 20-103 (1) (A), the Recycling Service Fee for calendar year 2007 is hereby set at \$60.93 per year.

SECTION 2. This ordinance shall become effective within ten (10) days of the date of passage and approval by the Mayor or override of the Mayor's veto.

Passed _____, 2007

Council President

Attest:

City Clerk

AN ORDINANCE

BILL NO. _____-2007

AN ORDINANCE AUTHORIZING THE MAYOR TO TAKE ANY AND ALL ACTIONS NECESSARY TO PURCHASE THE PROPERTY KNOWN AS 946 MORGANTOWN ROAD FROM MARLIS PRITZ AND ROBIN PRITZ FOR THE AMOUNT OF ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00) AND RATIFYING THE ACTION TAKEN BY THE MAYOR IN EXECUTING THE AGREEMENT OF SALE FOR SAID PROPERTY ON DECEMBER ____, 2006. SAID PROPERTY SHALL BE UTILIZED BY THE CITY OF READING TO CONSTRUCT LABORATORY AND ADMINISTRATIVE OFFICE FACILITIES IN CONNECTION WITH ITS SANITARY/SEWER DEPARTMENT.

WHEREAS, the City of Reading desires to purchase 946 Morgantown Road from Marlis Pritz and Robin Pritz in order to construct laboratory facilities and administrative office facilities for use in conjunction with its sanitary/sewer department; and

WHEREAS, Marlis Pritz and Robin Pritz are willing to sell said property to the City of Reading for One Hundred Twenty-Five Thousand Dollars (\$125,000.00); and

WHEREAS, Thomas M. McMahon, the Mayor of the City of Reading, executed the Agreement of Sale, under the signature of the City Clerk, on December ____, 2006; and

WHEREAS, the Council of the City of Reading desires to ratify the execution of the sales agreement for the premises located at 946 Morgantown Road by the Mayor.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF READING HEREBY ENACTS AS FOLLOWS:

SECTION 1. The action taken by Thomas M. McMahon, the Mayor of the City of Reading, in executing the Agreement of Sale to obtain 946 Morgantown Road from Mr. and Mrs. Pritz is hereby approved and ratified.

SECTION 2. Thomas M. McMahon, the Mayor of the City of Reading, is hereby authorized and directed to take any and all actions necessary to purchase 946 Morgantown Road from Marlis Pritz and Robin Pritz for the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00). Said property is located in Cumru Township, adjacent to property already acquired by the City of Reading to be utilized in the construction of laboratory facilities and administrative office facilities for use in conjunction with the City of Reading's Sanitary Sewer operations.

SECTION 3. Inconsistent Ordinances Repealed. All Ordinances or parts of Ordinances conflicting with any provision of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

SECTION 4. The provisions of this Ordinance are severable and if any section,

sentence, clause, or provision hereof shall be held illegal, invalid, or unconstitutional by any Court of competent jurisdiction, such decision of the Court shall not affect or impair the remaining sections, sentences, clauses, or provisions of this Ordinance. It is hereby declared to be the intent of the City Council of the City of Reading that this Ordinance would have been adopted if such illegal, invalid, or unconstitutional section, sentence, clause, or provision had not been included herein.

SECTION 5. This Ordinance shall become effective in ten (10) days when approved in accordance with Section 221 of the City of Reading Home Rule Charter.

Enacted by Council _____, 2007.

President of Council

Attest:

City Clerk

BILL NO. _____ **-2006**

AN ORDINANCE

AN ORDINANCE AMENDING SECTION 24-503 TO CLARIFY COMPUTATION OF VOLUME OF BUSINESS FOR PURPOSES OF THE BUSINESS PRIVILEGE TAX.

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Amending Section 24-503 Tax Levied; Rate; Business Volume Computed; Exemptions changing the language in Paragraph A.

- A. **Rate and Basis of Tax.** The rate of the tax on each ~~and every~~ dollar volume of ~~the whole or gross annual receipts volume of business transacted within the territorial limits of~~ every person engaged in occupations or business in the City shall be 1 ½ mills, 1 ½ mills shall mean \$1.50 per \$1,000 volume of gross annual receipts ~~volume of business~~, except that the rate of the tax on each ~~and every~~ dollar volume of ~~the whole or gross annual receipts volume transacted by~~ wholesale dealers or wholesale vendors ~~within the territorial limits of~~ engaged in business in the City shall be 1 mill. All nonwholesale businesses of such wholesale dealers or wholesale vendors shall be taxed at the general rate of 1 ½ mills.

SECTION 2. Within ten (10) days of the date of passage and approval by the Mayor or override of the Mayor's veto this Ordinance shall be effective for the tax year 2006 and annually thereafter.

Enacted _____, 2006

President of Council

Attest:

City Clerk

ORDINANCE NO. _____-2006

AN ORDINANCE

APPROVING AMENDMENTS TO SECTIONS III-1 AND III-2 OF THE BUSINESS PRIVILEGE TAX REGULATIONS TO CLARIFY THE ALLOCATION OF BUSINESS DONE AND GROSS VOLUME OF BUSINESS FOR PURPOSES OF THE BUSINESS PRIVILEGE TAX.

AMENDMENTS TO BUSINESS PRIVILEGE TAX REGULATIONS

THE COUNCIL OF THE CITY OF READING HEREBY APPROVES THE FOLLOWING AMENDMENTS TO THE BUSINESS PRIVILEGE TAX REGULATIONS THAT ARE SOUGHT TO BE ESTABLISHED, PRESCRIBED, ADOPTED AND PROMULGATED BY THE TAX MANAGER:

SECTION 1. Amending Section III-1. WHAT CONSTITUTES “DOING BUSINESS IN THE CITY OF READING” changing the language in Paragraph a.

- a. Whether or not a person carries on a taxable activity within the meaning of the Business Privilege Tax Act is essentially a question of fact. In general, taxable activity includes any trade, business, profession, vocation, or commercial activity that is carried on in the City of Reading. The tax is imposed on any person who exercises the privilege of carrying on certain activities in the City of Reading and is measured by receipts ~~received or allocable~~ attributable to the City of Reading.

SECTION 2. Amending Section III-2. ALLOCATION OF BUSINESS DONE AND GROSS VOLUME OF BUSINESS changing the language in Paragraphs a. and b. and adding new Paragraphs g., h., i., j. and k.

- a. General. Receipts from any transactions shall be attributable to the City of Reading if any event forming a part of the transaction occurs within the person's sole place of business is located in the City of Reading. If a person has more than one place of business in Pennsylvania, but no interstate commerce, the receipts attributable to the City of Reading shall be equal to total receipts times a fraction, the numerator of which shall be receipts from transactions within the City of Reading and the denominator of which shall be receipts from transactions within the City of Reading and other place(s) of business in Pennsylvania. If a person has more than one place of business in Pennsylvania, and interstate commerce, the receipts attributable to the City of Reading shall be equal to total receipts, less receipts attributable outside of Pennsylvania, times a fraction, the numerator of which shall be receipts from transactions within the City

of Reading and the denominator of which shall be receipts from transactions within the City of Reading and other place(s) of business in Pennsylvania.

- b. Persons rendering professional, commercial, industrial or personal services. ~~If a person engaged in a profession or vocation or in rendering personal services maintains a place of business only in the City of Reading, the entire receipts from personal services must be included in the measure of the tax whether or not the services are performed in the City of Reading. Receipts will be deemed attributable to the City of Reading if they result from the efforts of employees who work in, or from, or attached to the taxpayer's City of Reading place of business.~~

(1) General. Receipts from any service shall be attributable to the City of Reading if the transaction or any activity in connection therewith occurs within the City of Reading; or is generated, directed, managed, or controlled by a place of business in the City of Reading and contributes to the taxpayer's ultimate business purpose; or where there is no other place of business.

(2) Out of City Branch Office. Where a taxpayer maintains a bona fide branch office or place of business outside the City of Reading, he will nevertheless be subject to Business Privilege Tax liability on those receipts which are the result of services rendered or business activities generated within or attributable to the City of Reading. Said taxpayer will be permitted to exclude his branch office receipts from his taxable gross receipts only where he sustains the burden of proving that the City of Reading does not have the requisite minimal contact or nexus with those receipts to sustain the imposition of the Business Privilege Tax.

- g. There will be no allocation for receipts generated in intrastate commerce unless the receipts sought to be excluded from Business Privilege Tax returns are clearly allocable to a bona fide branch office or other place of business located outside of the City of Reading. The burden of proving that any receipt

is allocable to an office or other place of business located outside of the City of Reading is on the taxpayer and he must be able to support any such exclusion of receipts from the City of Reading on the basis of clear and objective evidence shown on his books, records and accounts. If a taxpayer does not keep his books, records and accounts in a manner which will clearly and objectively show the allocation of receipts to his various branch office or places of business, the Business Privilege Tax will be based on the entire amount of gross receipts from all intrastate sources. The receipts will not be allocated on the basis of subjective and unrecorded data.

h. The following is a list of factors which are relevant, but not conclusive, for determining whether a person maintains a bona fide non-City branch office within the meaning of this section:

- (1) Name of taxpayer in telephone directory, or building directory (if applicable), or on door leading to entrance of office or otherwise displayed on the office exterior.
- (2) Stationery and calling cards showing address.
- (3) Storage of inventories or display samples at location in question.
- (4) A written lease for the space involved and the payment of rent.
- (5) A written agreement for the maintenance of an office by an agent or agency on behalf of the taxpayer.
- (6) Employees based in or operating out of a location outside of the City of Reading.
- (7) The expenses attributable to an office located outside of the City of Reading are allowed as deductions on the taxpayer's federal income tax return.

- (8) *The office serves as a base of operations from which the person manages, directs and controls business activities.*

No single factor will raise a presumption that a bona fide office located outside of the City of Reading exists. Use by the taxpayer or his agents or employees of facilities provided by the taxpayer's client, employer, customer, or any other person, even for a protracted period of time and even where such use constitutes part of the contractual or business arrangement entered into by the taxpayer with the said client, employer, customer, or any other person does not establish a branch office located outside of the City of Reading for purposes of allocation of gross receipts.

- i. *A field trailer used by contractors can be considered a bona fide branch office located outside of the City of Reading office only if all the following activities are conducted therein:*

- (1) *It bears the name of the taxpayer.*
- (2) *It is staffed by taxpayer's employees who report directly to the field site, and who control the operation from that site.*
- (3) *At least one telephone is present and listed in the taxpayer's name.*
- (4) *It is maintained at the same site for no less than sixty (60) days.*
- (5) *It is owned and maintained by the taxpayer or has all the indicia of ownership by the taxpayer.*
- (6) *Business is solicited.*
- (7) *Meetings are held.*
- (8) *Mail is received.*
- (9) *Supplies are stored.*

(10) Accounting and other administrative duties are performed.

- j. An office maintained in the taxpayer's home which is located outside of the City of Reading is a bona fide office or place of business only if it meets the test set forth in h. above and if it is exclusively used on a regular basis as such for federal income tax purposes under the United States Internal Revenue Code of 1976, as amended.
- k. A motel or hotel residence, used on a long-term basis, is not a bona fide branch located outside the City of Reading unless it fulfills the criteria set forth above.

SECTION 3. Amending Section III-3. INTERSTATE COMMERCE changing the language in Paragraphs a. and b. and adding new Paragraphs j., k and l.

- a. General. Receipts from transactions involving more than one state are not exempt from the Business Privilege Tax, but are to be included in the tax base either in their entirety ~~or~~, excluded in their entirety, or apportioned as provided in these regulations. ~~Transactions defined below as interstate commerce are exempt from the tax. Those which do constitute interstate commerce are taxable in full.~~
- b. What Constitutes "Interstate commerce". Transactions will be deemed to involve interstate commerce only when ~~they directly involve the sale, exchange or transportation of commodities between the states, the transportation of passengers between the states, or the transmission of intelligence or communications between the states~~ there are significant transactions or activities conducted in states other than Pennsylvania that contribute to the generation of gross receipts. The citizenship or residence of the parties to ~~the~~ any transaction is of no significance has no relevance in determining the interstate character of a business. Where a sales transaction is involved, it is of no importance in which state title to the goods passes, or whether the goods are shipped f.o.b. one state to another.

j. *Apportionment of receipts from Interstate commerce. Where receipts cannot be allocated as set forth above in III-3.c.-i., receipts from interstate commerce may be apportioned in a manner similar to the sales factor for purposes of the Pennsylvania Corporate Net Income Tax under Article IV of the Tax Reform Act of 1971, as amended., and the regulations thereunder.*

k. *Apportionment for Professional Services.*

(1) *Professional fees derived from services billed on an hourly basis shall be apportioned by excluding receipts attributable to charges to the client for services performed out-of-state.*

(2) *Professional services rendered on a flat or fixed fee basis or a contingent-fee basis shall be apportioned according to a ratio whose numerator consists of hours spent on the engagement while out-of-state and whose denominator consists of total hours spent on the same engagement for the same client.*

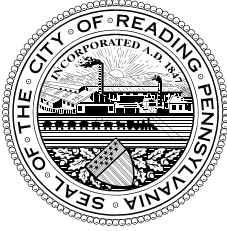
(3) *Professional services performed under a contract which sets forth the percentage or amount of the total contract price attributable to a specific activity to be performed out-of-state shall be apportioned according to the contract terms, as long as such amount is a reasonable allocation.*

l. *The following is a list of factors which are relevant, but not conclusive, for determining whether a person's activities in another state constitute interstate commerce:*

(1) *A nexus in the foreign jurisdiction sufficient to support the imposition of a similar tax by the state.*

- (2) *A provision in the contract or agreement between the taxpayer and his client or customer which specifically assigns a reasonable portion of the overall fee to activities required to be performed in the foreign jurisdiction.*
- (3) *The length of time spent by the taxpayer in the out-of-state location.*
- (4) *The necessity for the services that are performed out-of-state in generating the overall gross receipts.*
- (5) *The inability of the taxpayer to perform the service which generates gross receipts in its entirety in Pennsylvania.*
- (6) *The number of employees who are required to perform the activities in the foreign jurisdiction. Utilizing an independent contractor located in the foreign jurisdiction to carry out of the taxpayer's out-of-state activities does not constitute the taxpayer's presence in a foreign jurisdiction for purposes of excluding receipts from the City of Reading's Business Privilege Tax.*
- (7) *The person manages, directs and controls business activities. in the foreign jurisdiction.*

SECTION 4. This Ordinance shall be effective for the tax year 2006 and annually thereafter.



AGENDA MEMO

POLICE DEPARTMENT

TO: President Spencer and City Council

FROM: William M. Heim, Chief of Police

MEETING DATE: January 27, 2007

AGENDA MEMO DATE: January 11, 2007

RECOMMENDED ACTION:

To introduce an amendment to change the police promotional ordinance, decreasing the life of the certified list from three years to two years. Part 8, Section 1-809 is the applicable part of the City of Reading Codified Ordinances.

RECOMMENDATION:

It is the recommendation of the police department and administration to decrease the life of all certified civil lists for promotions within the police department from three years to two years. In this way, only the top performing candidates will be promoted, and a fresh list will be generated on a timelier basis. This also gives officers who missed the experience cutoff for taking the promotional test a shorter wait until they can qualify and compete for a position.

BACKGROUND:

For best results, promotional tests should be given on a frequent basis. This helps insure that only the best candidates get promoted, as the list expires before persons too far down the list become eligible for hiring. It also prevents a long wait for an officer who may have just missed a cutoff date for experience, and would face a three year wait until another test is given. Although the police chief would prefer a one year list, the cost of the testing process and the time it takes to administer and certify a test and a list makes a two year list more practical at this time.

BUDGETARY IMPACT:

Funds for testing will be expended approximately every two years instead of every three years. The actual cost of the test depends on the testing process chosen by the Civil Service Board and the number of candidates who apply for the position.

PREVIOUS ACTION:

Not applicable.

SUBSEQUENT ACTION:

To vote to approve/disapprove the amendment

RECOMMENDED BY:

The Mayor, Managing Director, and Police Chief

RECOMMENDED MOTION:

To change the police promotional ordinance, decreasing the life of the certified list from three years to two years. Part 8, Section 1-809 is the applicable part of the City of Reading Codified Ordinances.

BILL NO. _____

AN ORDINANCE

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA, CHAPTER 1 ADMINISTRATION AND GOVERNMENT, PART 8 DEPARTMENT OF POLICE, SECTION 1-809, THEREBY DECREASING CERTIFIED LIST LIFE FROM THREE TO TWO YEARS.

THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The Code of Ordinances of the City of Reading, Berks County, Pennsylvania, Chapter 1 Administration and Government, Part 8 Department of Police, Sections 1-809 shall be and is hereby amended and shall hereafter read as set forth in Exhibit A attached hereto and made a part hereof.

SECTION 2. . All other items, parts, sections, etc. of the Code of Ordinances of the City of Reading, Berks County, Pennsylvania, Chapter 1 Administration and Government, including Part 8 Department of Police, shall remain in effect unchanged and likewise are ratified.

SECTION 3. This ordinance shall be effective ten (10) days after its passage and approval by the Mayor, or repassage by City Council over the Mayor's veto, in accordance with Section 219 of the City of Reading Home Rule Charter, or as set forth in Section 221 of the City of Reading Home Rule Charter.

Enacted _____, 2007

President of Council

Attest:

City Clerk

EXHIBIT A

SECTION 1-809. Eligibility Lists.

Members of the Department whose names appear on the eligibility list as certified by the Civil Service Board shall, if passed over in the appointment, remain on the eligibility list in the position as indicated by their total score for a period of 2 years after the date the list is officially certified. If a member of the Department is passed over three times, his or her name shall be removed from the list. A member is considered to be passed over on each separate occasion when a person (s) whose name(s) appear below him or her on the eligibility list is appointed before he or she is appointed. If at any time three or less names appear on the eligibility list in effect under this Part, the Mayor may terminate the list and require the Civil Service Board to conduct retesting.

BILL NO. _____

AN ORDINANCE

AMENDING CODIFIED ORDINANCES OF THE CITY OF READING, CHAPTER 1 ADMINISTRATION AND GOVERNMENT, PART 1-191 - SECTION 5 FIRE MARSHAL THEREBY DELETING REFERENCES TO THE DEPARTMENT OF COMMUNITY DEVELOPMENT AND ADDING REFERENCES TO THE CODES OFFICE.

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Amending Part 1-191, Section 5 Fire Marshal of the Codified Ordinances of the City of Reading as follows:

Fire Marshal.

A. **Function.** The Fire Marshal shall be responsible for the fire investigation, record keeping, fire prevention and fire code enforcement for the City.

B. **Appointment.** The Fire Marshal shall be appointed by the Mayor as per §60358 of the Charter.

C. **Status.** The Fire Marshal is a member of the Fire Department and reports to its Chief. However, The Marshal shall provide investigative reports to the Mayor, managing director and the Chief.

D. **Duties.** The duties and responsibilities of the Fire Marshal shall include the following but not be limited to the following:

(1) Initiate and administer a fire prevention program for the City.

(2) Enforce the fire code in conjunction with the ~~Department of Community Planning, Programming and Development, Building Codes~~ Codes Office and Building and Trades Codes Codes Service Division - Building / Trades.

(3) Investigate cause and origin of fire as required by the Commonwealth of Pennsylvania Fire Marshal law.

(4) Maintain records as required by all applicable statutes, laws and regulations of the Commonwealth of Pennsylvania, and the City of Reading, the fire prevention code as adopted by the City of Reading and the City of Reading Department of Fire and Rescue. (Ord. 17-1996, 6/24/1996, §§8.64 - 8.71; as amended by Ord. 30-1996, 9/23/1996, §1; and by Ord. 14-2001, 5/29/2001)

SECTION 2. All Ordinances or parts thereof conflicting with the provisions of this Ordinance are hereby repealed, insofar as they are inconsistent with this Ordinance.

SECTION 3. Any court determination that a portion of an amended section is unconstitutional or invalid shall not affect the remaining portion of said section or other Ordinance sections.

SECTION 4. This Ordinance shall become effective within ten (10) days of the date of passage and approval by the Mayor or override of the Mayor's veto.

Adopted _____, 2007

Council President

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

BILL NO. _____ 2007
AN ORDINANCE

AMENDING CODIFIED ORDINANCES OF THE CITY OF READING CHAPTER 1 ADMINISTRATION AND GOVERNMENT, PART 1 ADMINISTRATIVE CODE, H. DEPARTMENT ORGANIZATION, SECTION 1-189 THEREBY DELETING REFERENCES TO THE ZONING, BUILDING, ELECTRICAL, PLUMBING, HEATING, AIR CONDITIONING, AND SUCH OTHER RELATED STRUCTURAL CODES

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Section 1-189 of the Code of Ordinances of the City of Reading, Berks County, Pennsylvania, Chapter 1 Administration and Government, Part 1 Administrative Code, H. Department Organization is hereby amended and shall now read as follows:

Section 1-189. Economic Development Manager.

1. **Position.** The Economic Development Manager shall be directed and supervised by the Managing Director and be responsible for the preparation of short and long-range planning, economic and community development programs ~~including recreation~~.
2. **Qualifications.** Minimum qualifications for this position are a bachelor's degree in a related field, or its equivalent, plus three years experience in community planning/development. A master's degree in a related field is preferred.
3. **Duties.** The duties and responsibilities of the Manager shall include, but not be limited to the below. He/She shall report to the Managing Director and personally and through subordinates on the performance of the below duties:
 - A. Perform the various duties and exercise the powers as prescribed by The "Pennsylvania Municipalities Planning Code," 1968, P.L. 805, No. 247, as amended, 53 P.S. sect. 10101 et seq.
 - B. Prepare, review and maintain the comprehensive plan of the City including data collection, mapping and analysis.
 - C. Develop the capital improvement program and assist in developing priorities and feasibility studies.
 - D. Develop community block grant projects and prepare the appro-

prate funding grant applications.

E. Enforce zoning, historical preservation, building, electrical, plumbing, heating, air conditioning, and such other related structural and land use codes as may be enacted by law or ordinance.

- F. Issue such licenses and permits as may be required by law, ordinance and the Administrative Code.
- G. Coordinate community, economic and other development projects within the City.
- H. Administer urban renewal program activities.
- I. Serve as administrative staff to the Zoning Hearing Board, City Planning Commission, Redevelopment Authority, Historical and Architectural Review Board, and Shade Tree Commission, and provide support services as deemed appropriate.

SECTION 2. All Ordinances or parts thereof conflicting with the provisions of this Ordinance are hereby repealed, insofar as they are inconsistent with this Ordinance.

SECTION 3. Any court determination that a portion of an amended section is unconstitutional or invalid shall not affect the remaining portion of said section or other Ordinance sections.

SECTION 4. This Ordinance shall become effective within ten (10) days of the date of passage and approval by the Mayor or override of the Mayor's veto.

Adopted _____, 2007

Council President

Attest:

City Clerk

BILL NO. _____ 2007

AN ORDINANCE

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA BY TRANSFERRING THE LAW REGARDING PARKING TRUCKS, TRAILERS AND MOBILE HOMES FROM CHAPTER 15 MOTOR VEHICLES AND TRAFFIC , SECTION 407 TO CHAPTER 10 HEALTH AND SAFETY, SECTION 505 AND RENUMBERING THE FOLLOWING SECTIONS IN BOTH CHAPTERS ACCORDINGLY WHICH WILL PROTECT THE QUALITY OF LIFE IN THE CITY OF READING AND PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE OF ALL CITIZENS.

WHEREAS, the City of Reading has seen a substantial increase in complaints regarding the parking and/or storage of oversized vehicles in residential areas throughout the City causing visual blight and public safety concerns such as sight distance from driveways and intersections for pedestrian and vehicular traffic.

THEREFORE THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Transferring the law – Parking Trucks, Trailers and Mobile Homes from Chapter 15 Motor Vehicles and Traffic – Section 407 to Chapter 10 Health and Safety, Section 505 and renumbering the following Sections in both Chapters accordingly.

SECTION 2. This ordinance shall be effective ten (10) days after its adoption and approval by the Mayor, or repassage by City Council over the Mayor's veto, in accordance with Section 219 of the City of Reading Home Rule Charter, or as set forth in Section 221 of the City of Reading Home Rule Charter.

Enacted _____, 2007

President of Council

Attest:

City Clerk

(Councilor Fuhs)

(Exhibit A)

§10-505. Parking Trucks, Trailers and Mobile Homes.

1. It shall be unlawful for any person to park, or allow to remain parked any vehicles, trucks, trailers, or tractors, whether attached or unattached, with a gross vehicle weight rating (GVWR) in excess of 10,000 lbs. and/or higher than 10 feet for more than 1 hour unless the vehicle is involved in the actual delivery or pick up of goods, supplies or merchandise from any building, residence or business located in the following zoning districts:

- A. R 1 A, R 1, R 2, R 3 Residential Districts
- B. Residential Outlet Districts
- C. Commercial Residential Districts
- D. Commercial Neighborhood Districts
- E. Residential Professional Office

2. It shall also be unlawful for anyone to park or allow to remain parked any boats, motor homes, recreational vehicles (RV), camping trailers, trailers of any type or passenger cars **with** attached boats, homes, camping trailers or trailers of any type in the above zoning districts.

*3. Each household may apply to the Department of Police, Traffic Enforcement Office for no more than 2 Temporary Parking Permits in each calendar year, **unless a special exception is authorized by the Chief of Police, for the vehicles restricted in Section 2 listed above. Temporary Parking Permits will provide residents with the ability to prepare these vehicles for personal vacations or uses. These permits may only be used in the direct block where the owner resides for no more than 5 days. The cost of each Permit shall be \$10.***

*4. Prior to the issuance of the citation and fine, notification of this law and a warning of the penalties imposed upon violation shall be posted on the vehicle one time. Such warning shall be properly recorded in the Police Department, the Codes Enforcement Office and the Parking Authority by the issuing enforcement official. **If the vehicle is not removed within forty eight (48) hours, the enforcement official shall issue a citation and may consider removing the vehicle, as stated in Section 6 below.***

*5. **The Department of Police, Codes Enforcement Office and Reading Parking Authority are hereby provided with enforcement authority for this section.***

6. In addition to the fine charged in §10-509, the vehicle shall also be subject to immediate tow at the discretion of the **citing enforcement officer** ~~police officer~~.

RESOLUTION NO. _____
AN AGREEMENT BETWEEN THE CITY OF READING
AND COMCAST OF NEW MEXICO/PENNSYLVANIA, LLC.

In conjunction with the Franchise Agreement ("Agreement") between the City of Reading, Berks County, Pennsylvania ("City"), and Comcast of New Mexico/Pennsylvania, LLC ("Comcast"), and in consideration of the mutual promises contained herein and intending to be legally bound hereby, this Agreement is made and executed by the undersigned as of the last date set forth below.

WHEREAS, Comcast and its predecessors have provided Cable Service in the City using the public rights-of-way in accordance with applicable law; and

WHEREAS, pursuant to Section 4.6 (A) of Ordinance No. 101-85, incorporated by a Franchise Agreement dated December 24, 1985 (effective upon 30 days), Comcast and its predecessors shall submit to the City a Franchise Fee in the amount of five percent (5%) of annual Gross Revenues; and

WHEREAS, the City contends that Comcast and its predecessors have underpaid the Franchise Fee on such revenues derived from Cable Service during the period August 1, 1997 through December 31, 2005; and

WHEREAS, the City and Comcast have decided to amicably resolve this issue.

NOW THEREFORE, the City, in consideration of the commitment made by Comcast set forth herein, agrees as follows:

1. In consideration for the release by the City contained herein, and the other terms and conditions of this Agreement, and in full satisfaction of any and all claims which the City may have against Comcast relating to the above claim that Comcast has underpaid Franchise Fees during the aforementioned period, the City shall accept a check issued by Comcast and made payable to the City, upon request, in the amount of EIGHTY-FIVE THOUSAND DOLLARS (\$85,000). This amount is payable and due within forty-five (45) days from the mutual execution by the parties of this Agreement.
2. In addition to the above, and under the same consideration and other terms and conditions of this Agreement, Comcast shall issue a second check and payable to the City, upon request, in the amount of EIGHTY THOUSAND DOLLARS (\$80,000). This amount is payable and due within one hundred (180) days from the mutual execution by the parties of this Agreement.

3. Subject to the provisions hereof, the City does hereby release and forever discharge Comcast, its parents, subsidiaries and affiliates, and their respective officers, directors, partners, principals, employees, agents, representatives, successors, and assigns of and from any and all debts, demands, actions, causes of action, manner of actions, suits, accounts, dues, covenants, agreements, judgments, controversies, damages, and any and all claims, demands, and liabilities of any nature whatsoever, both at law and in equity, which the City has as of the date hereof, may ever have had, or hereafter may have against Comcast, or any of them, related to or arising out of the alleged underpayment of Franchise Fees from the period August 1, 1997 through and including December 31, 2005.
4. This release shall become effective upon the execution of this Agreement by an authorized representative of the City and accepted by an officer of Comcast.

IN WITNESS WHEREOF, THE CITY HEREBY EXECUTES THIS AGREEMENT:

Attest:

CITY OF READING

By: _____

Print: _____

Title: _____

Date: _____

ACCEPTED BY:

Attest:

COMCAST OF
NEW MEXICO/PENNSYLVANIA, LLC.

By: _____

Print: _____

Title: _____

Date: _____

R E S O L U T I O N O. _____

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES
AS FOLLOWS:

That Jason Freeman is appointed to the Reading Police Department,
at the rank of Patrolman, effective January 16, 2007.

Adopted by Council _____, 2007

Vaughn D. Spencer
President of Council

Attest:

Linda A. Kelleher
City Clerk

R E S O L U T I O N O. _____

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES
AS FOLLOWS:

That David Lehman is appointed to the Reading Police Department,
at the rank of Police Officer Trainee, effective January 16, 2007.

Adopted by Council _____, 2007

Vaughn D. Spencer
President of Council

Attest:

Linda A. Kelleher
City Clerk

RESOLUTION NO. _____-2007

**RESOLUTION ENDORSING THE RIVERFRONT MASTER PLAN OF
GREATER READING**

WHEREAS, in adopting a Comprehensive Plan, the City of Reading has laid out goals, policies, and objectives for the use of land in the community; and

WHEREAS, the City Planning Commission is empowered, pursuant to the City Charter to adopt rules and regulations to carry out and implement its statutory responsibilities and purposes, including establishing a process for the endorsement of plans that are consistent with the City Comprehensive Plan; and

WHEREAS, the Riverplace Development Corporation has undertaken an intensive regional planning process with over 500 participants with the task of helping the community set down the dream of RiverPlace into a long-range economic opportunity and action plan.; and

WHEREAS, This master plan addresses safe parks, trails and open space, and also opportunities for museums, shops and cafes, revitalized neighborhoods, and vital downtown areas; and

WHEREAS, The Plan also proposes many projects phased over the next twenty years, coordinating with the Schuylkill River National Heritage Area plan, the Berks County Greenway, Parks, and Recreation Plan, and other local revitalization efforts like the Corridor initiative; and

WHEREAS, the Riverfront Master Plan organizes around the five major themes of (1) promoting synergy between the river and economic development, (2) connecting neighborhoods to the river, (3) building on momentum and assets, (4) linking both sides of the river, and (5) staying focused to build critical mass; and

WHEREAS, the Riverfront Master Plan makes recommends emphasis on an overall greenway plan for parks and trails along the Schuylkill and its tributaries, your input identified two areas for concentrated effort: Central Riverfront - between the Goggleworks Center for the Arts and the Bingaman Street Bridge, and the Tulpehocken Confluence - from Stonecliff and Schuylkill Avenue to the Buttonwood Street Bridge.

NOW THEREFORE BE IT RESOLVED, the Reading City Council, hereby endorses the Riverfront Master Plan submitted by the Riverplace Development Corporation; and

BE IT FURTHER RESOLVED, that the City Planning Commission hereby incorporates the Riverplace Master Plan into the City Comprehensive Plan at a time it deems appropriate.

Passed Council _____, 2006

President of Council

Attest:

City Clerk